



**Submitted Date:** 10/14/2010 1:23:35 PM

**Easygrants ID:** 325

<b>Funding Opportunity:</b> Category One	<b>Applicant Organization:</b> Truckee Donner Land Trust
<b>Task:</b> Submit Application Non-EO	<b>Applicant Name:</b> Mr. Perry Norris



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<b>Task:</b> Submit Application Non-EO	<b>Applicant Name:</b> Mr. Perry Norris

---

PROJECT CONTACT INFORMATION	
<b>Name</b>	Mr. Perry Norris,
<b>Title</b>	Executive Director
<b>Organization</b>	Truckee Donner Land Trust
<b>Primary Address</b>	P.O. Box 8816, , , Truckee, CA, 96162
<b>Primary Phone/Fax</b>	530-582-4711 Ext.
<b>Primary Email</b>	perry@tdlandtrust.org

<b>Name</b>	Mr. Perry Norris,
<b>Title</b>	Executive Director
<b>Organization</b>	Truckee Donner Land Trust
<b>Primary Address</b>	P.O. Box 8816, , , Truckee, CA, 96162
<b>Primary Phone/Fax</b>	530-582-4711 Ext.
<b>Primary Email</b>	perry@tdlandtrust.org



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PROJECT INFORMATION	
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<b>Project Title</b>	Webber Lake and Lacey Meadow Acquisition
<b>Brief Description</b>	The objective of the proposed project is for The Truckee Donner Land Trust (the Land Trust) to acquire in fee 8 parcels totaling 2,994.8 acres in the Little Truckee River watershed. The goal of this acquisition is to protect significant wildlife and wet-meadow hydrological conservation values, protect source water in the Little Truckee basin, and allow for continued conservation-based management of the property. This project contributes to the Proposition 84 goals by working to protect the principal headwaters of the Little Truckee Basin (the largest sub-basin in the Truckee River), with its 260-acre Webber Lake and its surrounding 1,900 acres of wet meadows.
<b>Total Requested Amount</b>	1,000,000.00
<b>Other Fund Proposed</b>	7,000,000.00
<b>Total Project Cost</b>	8,000,000.00
<b>Project Category</b>	Acquisition Projects
<b>Project Area/Size</b>	2994.8
<b>Project Area Type</b>	Acres
<b>Have you submitted to SNC this fiscal year?</b>	No
<b>Is this application related to other SNC funding?</b>	No

Project Results
-----------------

Fee title
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<b>Project Purpose</b>	<b>Project Purpose Percent</b>
Habitat	
Historical/Cultural	
Natural Resource	
Recreation Use/Impact/Access	

<b>County</b>
Nevada
Sierra

<b>Sub Region</b>
Central
North Central





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---

#### PROJECT OTHER CONTACTS INFORMATION

##### Other Grant Project Contacts

Name:	Mr. Perry Norris,
Project Role:	Authorized Representative
Phone:	5305824711
Phone Ext:	
E-mail:	perry@tdlandtrust.org

Name:	Mr. Perry Norris,
Project Role:	Day-to-Day Responsibility
Phone:	5305824711
Phone Ext:	
E-mail:	perry@tdlandtrust.org

Name:	Authority Truckee Meadows Water,
Project Role:	Water Agency 1 Contact
Phone:	7753264360
Phone Ext:	
E-mail:	sharrison@mcdonaldcarano.com

Name:	Rick Haffey,
Project Role:	County Administration
Phone:	000000000
Phone Ext:	
E-mail:	ceo@co.nevada.ca.us

Name:	Tim Beals,
Project Role:	County Administration
Phone:	000000000
Phone Ext:	
E-mail:	tbeals@sierracounty.ws



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## PROJECT LOCATION INFORMATION

### Project Location

Address:	Webber Lake and Lacey Meadows, , , Truckee, CA, 96160
United States	
Water Agency:	Truckee Meadows Water Authority
Latitude:	39 28"44.22 N
Longitude:	120 24"59.97 W
Congressional District:	N/A
Senate:	N/A
Assembly:	N/A
Within City Limits:	No
City Name:	



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### PROJECT BUDGET INFORMATION

#### Direct

Description	Num of Units	Per Unit Cost	Total
2994.8 Acres	1	1,000,000.00	1,000,000.00

<b>Total Direct</b>	1,000,000.00
<b>Direct Detail</b>	

<b>Budget Grant Total:</b> 1,000,000.00
---



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### PROJECT OTHER SUPPORT INFORMATION

#### Other Support for the Sierra Nevada

Type :	Project Funds Other
Estimated Amount:	1,000,000.00
Estimated Volunteer Hours:	0
Source:	Northern Sierra Partnership
Source Type:	Other
Status:	Pledged
Description:	Budget From states funds are "Endorsed"
Type :	Project Funds Other
Estimated Amount:	1,000,000.00
Estimated Volunteer Hours:	0
Source:	NFWF Sierra Meadows Program
Source Type:	Other
Status:	Intend to Apply
Description:	Status on Detail Budget form states Pending
Type :	Project Funds Other
Estimated Amount:	1,000,000.00
Estimated Volunteer Hours:	0
Source:	Private Fundraising
Source Type:	Other
Status:	Received
Description:	Detail budget From states status as Committed
Type :	Project Funds Other
Estimated Amount:	4,000,000.00
Estimated Volunteer Hours:	0
Source:	Wildlife Conservation Board
Source Type:	Other
Status:	Pledged



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Description:	Detail budget form states the status is Pending
--------------	---

<b>Estimated Total Amount of Resources Leveraged</b>	7,000,000.00
--	--------------



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## PROJECT REGULATORY REQUIREMENTS

### Regulatory Requirements

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### PROJECT TIMELINE INFORMATION

#### Project Timeline

Milestone/Activity: Site Appraisal  
Description:  
Expected Date: 12/30/2009  
Deliverable: True

Milestone/Activity: California Wildlife Conservation Board  
Description: WCB proposal submitted response expected by may 2011  
Expected Date: 05/30/2011  
Deliverable: True

Milestone/Activity: Option Agreement with Willing Seller  
Description:  
Expected Date: 12/30/2009  
Deliverable: True

Milestone/Activity: Northern Sierra Partnership  
Description: NSP Proposal submitted November 2009  
Expected Date: 05/30/2011  
Deliverable: True

Milestone/Activity: National Fish and Wildlife Foundation  
Description: Proposal submitted November 2009  
Expected Date: 05/30/2011  
Deliverable: True

Milestone/Activity: Private Fundraising  
Description: Fundraising in process Sept 2010 through August 2011  
Expected Date: 08/30/2011  
Deliverable: True





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Milestone/Activity:	Final deposit of \$100,000 to seller
Description:	
Expected Date:	04/29/2011
Deliverable:	True
Milestone/Activity:	TDLT to acquire in fee
Description:	TDLT to acquire in fee 2,994.8 acres in the Little Truckee River Watershed at the estimated cost of 8 million.
Expected Date:	10/31/2011
Deliverable:	True
Milestone/Activity:	Submission of Final Report
Description:	Submission of the final report estimated at December 2011 or two months after the close of escrow.
Expected Date:	12/30/2011
Deliverable:	True
Milestone/Activity:	Close of Escrow
Description:	
Expected Date:	10/31/2011
Deliverable:	True



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## PROJECT PEER REVIEWER INFORMATION

### Reviewers

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### UPLOADS

The following pages contain the following uploads provided by the applicant:

Upload Name
Acquisition Schedule
Application Form
Completed Checklist
Table of Contents
Authorization to Apply or Resolution
Articles of Incorporation (Non-Profit Organization)
Bylaws (Non-Profit Organizations Only)
IRS Tax Letter (Non-Profit Organizations Only)
Project Summary
Evaluation Criteria Narrative

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Performance Measures
Environmental Setting and Impacts
Project Location Map
Parcel Map Showing County Assessors Parcel Number
Parcel Map Showing County Assessors Parcel Number
Parcel Map Showing County Assessors Parcel Number
Parcel Map Showing County Assessors Parcel Number
Parcel Map Showing County Assessors Parcel Number
Topographic Map
Photos of the Project Site
Photos of the Project Site
Photos of the Project Site

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Photos of the Project Site
Photos of the Project Site
Photos of the Project Site
Willing Seller Letter
CEQA Documentation
Letters of Support
Letters of Support
Letters of Support
Letters of Support
Letters of Support
Detailed Budget Form

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To preserve the integrity of the uploaded document, headers, footers and page numbers have not been added by the system.

### **Acquisition Schedule**

The Webber Lake and Lacey Meadows property is made up of 8 parcels totaling 2,994.8 acres in the Jackson Meadows region of Sierra and Nevada counties. These parcels are situated primarily on the south side of the Jackson Meadows Road about 8 miles west of its intersection with State Route 89, and are under the jurisdictional authority of Nevada County and Sierra County, California.

The Site Appraisal was completed in 2009 and determined the market value of the property to be \$8.75 million. The property owners offered a “bargain sale” of \$8 million to the Truckee Donner Land Trust. The Option to Purchase Agreement was signed in 2009 by The Trust for Public Land, the Truckee Donner Land Trust, and the Willing Sellers, and expires on October 11, 2011.

Since approval of the Option to Purchase Agreement, the Truckee Donner Land Trust (TDLT) has been seeking funding from a number of state and federal agencies to support the purchase of this property. TDLT applied for \$1 million from the Northern Sierra Partnership in November 2009, and is awaiting a January 2011 approval of this grant. Grants to the California Wildlife Conservation Board (for \$4 million) and to the National Fish and Wildlife Sierra Meadows Program (\$1 million) are underway, with an anticipated response date of May 2011. TDLT has been engaged in significant private fundraising for the additional \$1 million, and already has fiscal support from the Resources Legacy Fund Foundation.

Pending timely approval and receipt of all necessary funds, TDLT will acquire in fee 2,994.8 acres in the Little Truckee River Watershed for \$8 million by October 2011. Close of escrow will be October 2011, with the final report to be submitted to all granting agencies by December 2011.

**SIERRA NEVADA CONSERVANCY  
PROPOSITION 84 GRANT APPLICATION FORM  
CATEGORY ONE GRANTS**

Rev. January 2010


*Complete all applicable items on both pages of form.*

<b>1. PROJECT NAME</b> Webber Lake and Lacey Meadow Acquisition	<b>2. REFERENCE NUMBER</b>										
<b>3. APPLICANT</b> <i>(Agency name, address, and zip code)</i> Truckee Donner Land Trust Perry Norris, Executive Director PO Box 8816, Truckee, CA 96162	<b>4. APPLICANT TYPE:</b> <input checked="" type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Government <input type="checkbox"/> Tribal Organization										
<b>5. APPLICANT'S AUTHORIZED REPRESENTATIVE</b> <table style="width: 100%;"><thead><tr><th style="text-align: left;"><i>Name and title – type or print</i></th><th style="text-align: left;"><i>Phone</i></th><th style="text-align: left;"><i>Email Address</i></th></tr></thead><tbody><tr><td><input checked="" type="checkbox"/> Mr. Perry Norris, Executive Director</td><td>(530) 582-4711</td><td>perry@tdlandtrust.org</td></tr><tr><td><input type="checkbox"/> Ms.</td><td></td><td></td></tr></tbody></table>		<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>	<input checked="" type="checkbox"/> Mr. Perry Norris, Executive Director	(530) 582-4711	perry@tdlandtrust.org	<input type="checkbox"/> Ms.			
<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>									
<input checked="" type="checkbox"/> Mr. Perry Norris, Executive Director	(530) 582-4711	perry@tdlandtrust.org									
<input type="checkbox"/> Ms.											
<b>6. PERSON WITH DAY-TO-DAY RESPONSIBILITY FOR ADMINISTRATION OF THE GRANT</b> <i>(If different from Authorized Representative)</i> <table style="width: 100%;"><thead><tr><th style="text-align: left;"><i>Name and title – type or print</i></th><th style="text-align: left;"><i>Phone</i></th><th style="text-align: left;"><i>Email Address</i></th></tr></thead><tbody><tr><td><input type="checkbox"/> Mr. Same as Authorized Representative</td><td></td><td></td></tr><tr><td><input type="checkbox"/> Ms.</td><td></td><td></td></tr></tbody></table>		<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>	<input type="checkbox"/> Mr. Same as Authorized Representative			<input type="checkbox"/> Ms.			
<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>									
<input type="checkbox"/> Mr. Same as Authorized Representative											
<input type="checkbox"/> Ms.											
<b>7. PERSON WITH FISCAL MANAGEMENT RESPONSIBILITY FOR GRANT CONTRACT/INVOICING</b> <i>(If different from Authorized Representative or Day to Day Administrator)</i> <table style="width: 100%;"><thead><tr><th style="text-align: left;"><i>Name and title – type or print</i></th><th style="text-align: left;"><i>Phone</i></th><th style="text-align: left;"><i>Email Address</i></th></tr></thead><tbody><tr><td><input type="checkbox"/> Mr. Same as Authorized Representative</td><td></td><td></td></tr><tr><td><input type="checkbox"/> Ms.</td><td></td><td></td></tr></tbody></table>		<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>	<input type="checkbox"/> Mr. Same as Authorized Representative			<input type="checkbox"/> Ms.			
<i>Name and title – type or print</i>	<i>Phone</i>	<i>Email Address</i>									
<input type="checkbox"/> Mr. Same as Authorized Representative											
<input type="checkbox"/> Ms.											
<b>8. FUNDING INFORMATION</b> <table style="width: 100%;"><tbody><tr><td>SNC Grant Request <i>(Must be \$5,000 - \$1,000,000)</i></td><td style="text-align: right;">\$ 1,000,000.00</td></tr><tr><td>California Wildlife Conservation Board (pending)</td><td style="text-align: right;">\$ 4,000,000.00</td></tr><tr><td>Northern Sierra Partnership (pending)</td><td style="text-align: right;">\$ 1,000,000.00</td></tr><tr><td>USFS Land Water Conservation Fund</td><td style="text-align: right;">\$ 2,000,000.00</td></tr><tr><td> Total Project Cost</td><td style="text-align: right;"> \$ 8,000,000.00</td></tr></tbody></table>		SNC Grant Request <i>(Must be \$5,000 - \$1,000,000)</i>	\$ 1,000,000.00	California Wildlife Conservation Board (pending)	\$ 4,000,000.00	Northern Sierra Partnership (pending)	\$ 1,000,000.00	USFS Land Water Conservation Fund	\$ 2,000,000.00	 Total Project Cost	 \$ 8,000,000.00
SNC Grant Request <i>(Must be \$5,000 - \$1,000,000)</i>	\$ 1,000,000.00										
California Wildlife Conservation Board (pending)	\$ 4,000,000.00										
Northern Sierra Partnership (pending)	\$ 1,000,000.00										
USFS Land Water Conservation Fund	\$ 2,000,000.00										
 Total Project Cost	 \$ 8,000,000.00										
<b>9. PROJECT CATEGORIES</b> <input type="checkbox"/> Site Improvement (fill in all that apply) Project Area: _____ Total Acres: _____ SNC Portion (if different): _____ Total Miles (i.e. river or stream bank): _____ SNC Portion (if different): _____	<b>9a. DELIVERABLES</b> <i>(Select <u>one</u> primary deliverable)</i> <input type="checkbox"/> Restoration <input type="checkbox"/> Enhancement <input type="checkbox"/> Resource Protection <input type="checkbox"/> Infrastructure Development / Improvement										



<input checked="" type="checkbox"/> <b>Acquisition (fill in all that apply)</b> Project Area: Webber Lake and Lacey Meadow Total Acres: 2,994.8 SNC Portion (if different): _____ Total Miles (i.e. river or stream bank): _____ SNC Portion (if different): _____	<b>(Select <u>one</u> primary deliverable)</b> <input checked="" type="checkbox"/> Fee Title <input type="checkbox"/> Easement or Other Landowner Agreement
<b>10. PROJECT ADDRESS/LOCATION</b> <i>(Include zip code)</i> South side of FS/07, 8 miles west of intersection with Route 89, 15 miles northwest of Truckee	
<b>11. LATITUDE AND LONGITUDE</b> 39°28'44.22"N 120°24'59.97"W	
<b>12. COUNTY</b> Sierra County & Nevada County	<b>13. CITY</b> <i>(Is project within city limits? If so, which one?)</i> Nearest City: Truckee (not within city limits)
<b>14. NEAREST PUBLIC WATER AGENCY (OR AGENCIES) CONTACT INFORMATION:</b> Name: Truckee Meadows Water Authority, Sylvia Harrison, Counsel Phone Number: 775 326 4360 Email address: sharrison@mcdonaldcarano.com	
<b>15. CEQA OR NEPA DOCUMENT TYPE</b> (if applicable) <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> Notice of Exemption  <input type="checkbox"/> Negative Declaration  <input type="checkbox"/> Environmental Impact Report         </div> <div style="width: 45%;"> <input type="checkbox"/> Finding of No Significant Impact  <input type="checkbox"/> Environmental Impact Statement  <input type="checkbox"/> Joint CEQA/NEPA Document         </div> </div>	
<b>16. STATE CLEARINGHOUSE NUMBER</b> N/A	
<b>17. APPRAISAL</b> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <input checked="" type="checkbox"/> Submittal with application         <input type="checkbox"/> Submittal by _____       </div>	

I certify that the information contained in the Application, including required attachments, is accurate.

  
 \_\_\_\_\_  
 Signed (Authorized Representative)

9/1/10  
 \_\_\_\_\_  
 Date

Perry Norris, Executive Director  
 \_\_\_\_\_  
 Name and Title (print or type)

## Application Checklist for Category One Grants

Project Name: Webber Lake and Lacey Meadows Acquisition

Applicant: The Truckee Donner Land Trust

1. ☒ Completed Checklist (EFN: Checklist.doc,.docx,.rtf, or .pdf)
  2. ☒ Table of Contents (EFN: TOC.doc,.docx,.rtf, or .pdf)
  3. ☒ Application Form (EFN: AppForm.doc, .docx, .rtf, or .pdf)
  4. ☒ Authorization to Apply or Resolution (EFN: AuthRes. doc, .docx, .rtf, or .pdf)
  - 5a. ☒ Articles of Incorporation [501(c)(3)s only] (EFN: ArtInc.doc, .docx, .rtf, or .pdf)
  - 5b. ☒ Bylaws [501(c)(3)s only] (EFN: Bylaws.doc, .docx, .rtf, or .pdf)
  - 5c. ☒ Tax Exempt Status Letter from the Internal Revenue Service [501(c)(3)s only]
  6. ☒ Project Summary (Two page maximum) (ENF: ProjSum.doc, .docx, .rtf, or .pdf)
  7. ☒ Evaluation Criteria Narrative (ENF: EvalCrit.doc, .docx, .rtf, .pdf)
  8. ☒ Detailed Budget Form (ENF: Budget.xls, .xlsx)
  9. ☒ Long Term Management Plan (no EFN - included in the Evaluation Criteria Narrative)
  10. ☒ Performance Measures (ENF: Perform.doc, .docx, .rtf, or .pdf)
  11. ☒ Environmental Setting and Impacts (ENF: EnvSetImp.docx, .docx, .rtf, .pdf))
  12. ☒ Project Location Map (ENF: LocMap.pdf)
  13. ☒ Parcel Map showing County Assessor's Parcel Number(s) (ENF: ParcelMap.pdf)
  14. ☒ Topographic Map (ENF: Topo.pdf)
  15. ☐ Site Plan (Site improvement/restoration projects) (ENF: SitePlan.pdf)
- N/A: No site improvement or restoration is involved in this acquisition project
16. ☒ Photos of the Project Site (10 maximum) (ENF: Photo.jpg, .gif)
  17. ☒ Acquisition Schedule (Acquisition projects) (ENF: AcqSched.doc,.docx,.rtf,.pdf)
  18. ☒ Willing Seller Letter (Acquisition projects) (ENF: WillSell.pdf)

Note: Option to Purchase Agreement in lieu of Willing Seller Letter

19. ☐ Land Tenure (For site improvement/restoration projects) (ENF: Tenure.pdf)

N/A: This is a fee title acquisition project. Acquisition is in perpetuity.

20. ☒ Leases or Agreements (ENF: LeaseAgrmnt.pdf)
21. ☒ California Environmental Quality Act (CEQA) documentation (ENF: CEQA.pdf)
22. ☐ National Environmental Policy Act (NEPA) documentation (ENF: NEPA.pdf)

N/A: NEPA documentation requirements do not apply to this project

23. ☐ Regulatory Requirements / Permits (ENF: RegPermit.pdf)

N/A: No regulatory requirements of permits apply to this fee title acquisition project. Once acquired, a grading permit may be required for necessary site improvements.

24. ☒ Demonstrations of Support (ENF: DOS.pdf)

## **Application Checklist for Category One Grants**

Project Name: Webber Lake and Lacey Meadows Acquisition

Applicant: The Truckee Donner Land Trust

25. ☒ Real Estate Appraisal (Acquisition projects) (*ENF: Appraisal.pdf*)

**Webber Lake and Lacey Meadows Acquisition Project  
A Request for Funding to the  
Sierra Nevada Conservancy  
September 2010**

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Sierra Nevada Conservancy Prop 84 Grants Program  
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**Appendix**

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# Truckee Donner Land Trust Board Resolution

Resolution #: 2010- #12 \_\_\_\_\_

The TDLT Board members held a vote via email on the 24th day of August, 2010.

The Board specifically resolved:

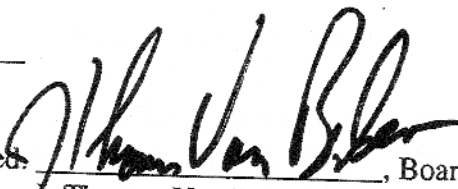
1. Approving the application for grant funds for the Proposition 84 Grants Program funded by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006; and
2. Whereas the TDLT Board has identified the Webber Lake acquisition as valuable towards its mission and goals; and
3. The TDLT understands the assurances and certification requirements in the application; and
4. Whereas TDLT, if selected, will enter into an agreement with the Sierra Nevada Conservancy to carry out the project.

The Board specifically approved:

The submittal of an application for the Webber Lake acquisition.

Ayes: 8

Nays: 0

Be it hereby resolved:  \_\_\_\_\_, Board President.  
J. Thomas Van Berkem

State of California

SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

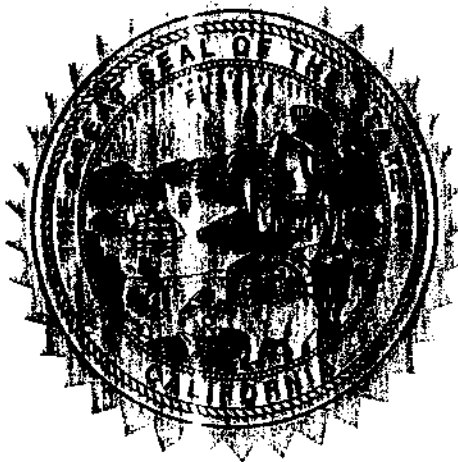
That the attached transcript of 12 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

MAR 16 2002

*Bill Jones*

Secretary of State



1675817

ARTICLES OF INCORPORATION  
OF  
THE TRUCKEE DONNER LAND TRUST

FILED  
in the office of the Secretary of State  
of the State of California

NOV 2 - 1990

*Wrench Tracy*  
MARION FONG, ESQ., Secretary of State

I

The name of the Corporation is The Truckee Donner Land Trust

II

A. The Corporation is a nonprofit public benefit corporation and is not organized for private gain of any person. It is organized under the Public Benefit Corporation Law for charitable purposes.

B. The specific purposes for which the Corporation is organized include, but are not limited to the protection and preservation of the values that make the Truckee-Donner area desirable by preserving its recreational open space resources. This includes the acquisition of rights to recreational land, scenic vistas, historic trails and rights of way, and wildlife habitat, including riparian corridors and wetlands.

III

The name and address in the State of California of the Corporation's initial agent for service of process is

Elizabeth Eaton

11916 Highway 89 North  
~~4-808-2222~~  
Truckee, CA 95734

IV

A. The Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170(c)(2) of said Code, or the corresponding provisions of any future statute of the United States.

C. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise trying to influence legislation; nor shall the Corporation participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.



V

The names and addresses of the persons designated to act as initial Board of Directors of the Corporation are:

Elizabeth Eaton                      11916 Highway 89 North  
P.O. Box 808  
Truckee, CA 95734

Craig Close                              P.O. Box 2522  
Truckee, CA 95734

Eleanor Huggins                      10101 Gregory Place  
P.O. Box 9590  
Truckee, CA 95737

Daniel G. Wendin                      10101 Gregory Place  
P.O. Box 9590  
Truckee, CA 95737

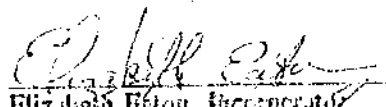
VI

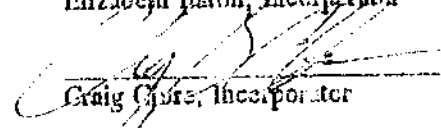
A. The property of the Corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, trustee, member or officer of the Corporation, or to any private person.

B. Upon dissolution or winding up of the Corporation, any assets remaining after payment of, or provision for payment of, all debts and liabilities shall be distributed to a governmental entity described in Section 170(b)(1)(v) of the Internal Revenue Code, or to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes, which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, and which is qualified to receive "qualified conservation contributions" within the meaning of Section 170(h) of said Code, or the corresponding provisions of any future statute of the United States.

C. In the event of a liquidation of the Corporation, all corporate assets shall be disposed of in such a manner as may be directed by decree of the superior court for the county in which the Corporation has its principal office, on petition therefor by the Attorney General or by any person concerned in the dissolution, in a proceeding to which the Attorney General is a party.

Date: July 31, 1990

  
Elizabeth Eaton, Incorporator

  
Craig Close, Incorporator

Eleanor Huggins  
Eleanor Huggins, Incorporator

D. G. Wendin  
Daniel G. Wendin, Incorporator

We, the above-mentioned initial Directors of this Corporation, hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which execution is our act and deed.

Elizabeth Eaton  
Elizabeth Eaton, Director

Craig Close  
Craig Close, Director

Eleanor Huggins  
Eleanor Huggins, Director

D. G. Wendin  
Daniel G. Wendin, Director



STATE OF CALIFORNIA  
FRANCHISE TAX BOARD  
P. O. BOX 651  
SACRAMENTO, CA 95812-0651

November 2, 1990

In reply refer to  
344:G RB

THE TRUCKEE DONKER LAND TRUST  
P.O. BOX 908  
TRUCKEE CA 95734

Purpose : CHARITABLE  
Code Section : 23701d  
Form of Organization : Corporation  
Accounting Period Ending: June 30  
Organization Number :

You are exempt from state franchise or income tax under the section of the Revenue and Taxation Code indicated above.

This decision is based on information you submitted and assumes that your present operations continue unchanged or conform to those proposed in your application. Any change in operation, character, or purpose of the organization must be reported immediately to this office so that we may determine the effect on your exempt status. Any change of name or address also must be reported.

In the event of a change in relevant statutory, administrative, judicial case law, a change in federal interpretation of federal law in cases where our opinion is based upon such an interpretation, or a change in the material facts or circumstances relating to your application upon which this opinion is based, this opinion may no longer be applicable. It is your responsibility to be aware of these changes should they occur. This paragraph constitutes written advice, other than a chief counsel ruling, within the meaning of Revenue and Taxation Code Section 21012 (a)(2).

You may be required to file Form 199 (Exempt Organization Annual Information Return) on or before the 15th day of the 5th month (4 1/2 months) after the close of your accounting period. See annual instructions with forms for requirements.

You are not required to file state franchise or income tax returns unless you have income subject to the unrelated business income tax under Section 23731 of the Code. In this event, you are required to file Form 109 (Exempt Organization Business Income Tax Return) by the 15th day of the 5th month (4 1/2 months) after the close of your annual accounting period.

November 2, 1990  
THE TRUCKEE DONNER LAND TRUST  
Page 2

If the organization is incorporating, this approval will expire unless incorporation is completed with the Secretary of State within 60 days.

Exemption from federal income or other taxes and other state taxes requires separate applications.

A copy of this letter has been sent to the Office of the Secretary of State and to the Registry of Charitable Trusts.

A SCOTT  
EXEMPT ORGANIZATION  
GENERAL AUDIT  
Telephone (916) 369-4171

EO :  
cc: D. HENDIN



COIY

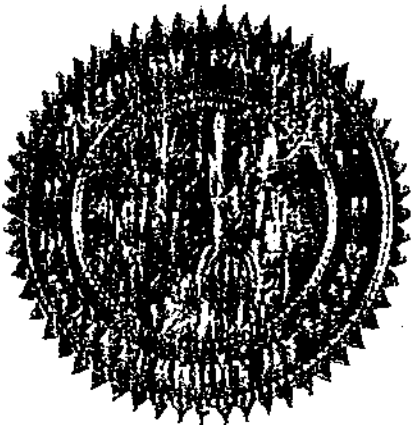
STATE OF CALIFORNIA

STATE BANKING DEPARTMENT  
3450 Wilshire Boulevard, Suite 301  
Los Angeles, California 90010-2217

CERTIFICATE OF APPROVAL OF NAME

Pursuant to Section 3903 of the Financial Code, I, JAMES E. GILLERAN, Superintendent of Banks of the State of California, do hereby approve the name "THE TRUCKEE DONNER LAND TRUST," as set forth in the attached Articles of Incorporation of THE TRUCKEE DONNER LAND TRUST.

Given under my hand and official seal this 14th day of August, 1990, in the City of Los Angeles, County of Los Angeles, State of California.



JAMES E. GILLERAN  
Superintendent of Banks

By

A handwritten signature in dark ink, appearing to read 'Gregory S. Price', written over a horizontal line.

GREGORY S. PRICE  
Counsel



**BYLAWS**  
**OF**  
**THE TRUCKEE DOWNER LAND TRUST**

**ARTICLE I**

**1.1 Name:** This corporation shall be called “The Truckee Donner Land Trust.”

**1.2 Nonprofit Status:** The Corporation is organized under the Nonprofit Public Benefit Corporation Law of California exclusively for charitable and educational purposes within the meaning of Internal Revenue Code Section 501(c)(3).

**1.3 Purpose:** The purposes for which this Corporation is organized include, but are not limited to, the protection and preservation of the values that make the Truckee-Donner area desirable. including its recreational and open space resources. This includes the acquisition of recreational land, scenic vistas, historic trails and rights of way, and wildlife habitat, including riparian corridors and wetlands. Preservation of land may be accomplished by acquiring real property or partial interests therein, including conservation easements as defined in California Civil Code Section 815.2.

**1.4 Principal Office:** The Corporation’s principal office shall be located in Truckee, California at an address to be established by resolution of the Board of Directors (hereinafter referred to as the “Board”) from time to time.

**ARTICLE II**  
**MEMBERSHIP**

**2.1 Members--General:** This Corporation shall have no members, as that term is defined in California Corporation Code Section 5066. Unless otherwise provided herein or in the Non Profit Public Benefit Corporation Law of California, any action that would otherwise require approval by a majority of members shall require only approval of the Board. All rights that would otherwise vest in the members shall vest in the Board.

**2.2 Contributing Members:** All persons who make a contribution to the Corporation shall be considered “Contributing Members” and shall have rights and privileges as set by the Board from time to time. Contributing Members must make contributions at least annually to retain their status with the Corporation. The Board shall set the minimum annual dues required to be classified as a Contributing Member, and the Board may provide for classes of Contributing Members with different dues structures.

**ARTICLE III**  
**DIRECTORS**

**3.1 Number of Directors:** The number of Directors shall be determined by resolution of the Board from time to time.

**3.2 Term of Office:** The term of office of each Director shall be three years. A Director may serve a maximum of two consecutive terms, however there is no limit to the total number of terms that a Director may serve on the Board, provided that a Director who has served two consecutive terms may not be elected as a Director until at least one year has passed since the conclusion of that Director’s last second consecutive term. Those Directors serving at the time the

two consecutive term limit is enacted may serve one additional term without interruption. It is expected that Directors shall hold office until the end of their three year term unless such Director resigns or is removed from office by action of the Board.

**3.3 Election of Directors:** Directors shall be elected by the Board of Directors at the annual Board Organization meeting, or from time to time as deemed necessary by the Board to fill vacancies. The Board Governance Committee, appointed by the Board, shall nominate one or more persons for each vacancy under procedures to be adopted by the Board. Directors may nominate additional candidates at the annual Board Organization meeting. Candidates receiving the highest number of votes up to the number of vacancies to be filled shall be elected.

**3.4 Vacancies:** A vacancy shall exist when the actual number of Directors is fewer than the authorized number for any reason. The Board shall fill any vacancies for the unexpired portion of the term as soon as practicable and shall specify the term of office for any new Director who fills a vacancy on the Board.

**3.5 Resignation and Removal:** A Director may resign at any time by giving written notice to the Board or to the President or Secretary of the Corporation. Such resignation is effective on the date such notice is received, or at any later date specified in the notice. A resignation is effective without acceptance by the Board. Absence of a Director from three or more consecutive meetings may be deemed by a vote of the majority of the Board to constitute resignation, effective upon such vote. A Director may be removed from office at any time, with or without cause, by a vote of two-thirds (2/3) of the Directors then in office, if in the Board's sole judgment the Corporation's best interests are thereby served.

**3.6 Standards for Directors:** The Board of Directors may set standards and requirements for membership on the Board as it sees fit.

## **ARTICLE IV** **MEETINGS**

**4.1 Organization Meeting:** The Annual Organization Meeting shall be the last Board meeting in each calendar year. The purpose of the Annual Organization Meeting shall be to elect Directors and Officers of the Corporation.

**4.2 Regular Meetings:** The Board shall hold regular Board meetings at least once each calendar quarter, and may hold additional regular meetings as necessary. The Board may establish a schedule of regular meetings that may be modified at any regular or special meeting of the Board, and notice of these meetings shall be given to each Director as provided in Section 4.3 below.

**4.3 Special Meetings:** Special meetings may be called, at any time, by vote of the Board, or by the President, or by any two Directors, by written notice delivered personally or by telephone, facsimile or e-mail to each Director, at least four days prior to any such special meeting. The notice shall state the time, place and subject matter of the special meeting.

**4.4 Quorum:** A majority of Directors then in office shall constitute a quorum for the conduct of business at any meeting, except to adjourn as provided in Section 4.8. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

**4.5 Voting:** All votes by the Board are subject to the provisions of the California Nonprofit Corporation Law, especially those provisions relating to (i) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (ii) appointment of committees and (iii) indemnification of Directors. Every act or decision by the majority of the Directors present shall be regarded as the act of the Board except that a majority of the Directors then in office shall be required to acquire or accept any interest in real property, or to sell or encumber any real property owned by the Corporation.

**4.6 Waiver of Notice:** The transactions of any Board meeting however called or wherever held, including telephonic meetings during which all Directors participating can hear and be heard by each other are as valid as though the meeting had been duly held after regular call or notice, provided (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. All waivers, consents, and

approvals shall be filed with the corporate records or made part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protest before or at its commencement about the lack of adequate notice.

**4.7 Action without Meeting:** Any action that the Board is required or permitted to take may be taken without a meeting, if all members of the Board consent in writing to that action. Such writing may be in the form of e-mail. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. Such written consents shall be filed with the corporate records.

**4.8 Adjourned Meetings:** A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given as stated above in Section 4.3 before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

## **ARTICLE V** **POWERS AND DUTIES** **OF THE BOARD OF DIRECTORS**

**5.1 Powers:** The Corporation shall have powers to the full extent allowed by law, subject to the provisions of the Articles of Incorporation, and these Bylaws. All powers and activities of the Corporation shall be exercised and managed directly by the Board, or if delegated, under the ultimate direction of the Board. The Board may delegate to the Executive Director or other staff, or an officer or committee of the Board, subject to the Board's control, any of the powers and authorities of the Board for the business and affairs of the Corporation except where such delegation is prohibited by these Bylaws, and except for the power to amend these Bylaws.

**5.2 Duties:** Elected and appointed Directors shall be chosen for their willingness and ability to contribute effectively to and support the objectives of the Corporation and shall perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation or by these Bylaws; meet at such times and places as required; elect, appoint and remove and prescribe the duties of all officers and agents of the Corporation; and supervise all officers, agents, committee chairs and vice chairs to assure that their duties are properly performed.

### **5.3 Standard of Care:**

**a. General:** A Director shall perform the duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements including financial statements and other financial data in each case prepared or presented by:

1. One or more officers or employees of the Corporation whom the Director believes to be reliable and competent in the matters presented.
2. Counsel, independent accountants or other persons as to matters which the Director believes to be within such person's professional or expert competence; or
3. A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as in any such case the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

A person who performs the duties of a Director in accordance with the foregoing shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the foregoing, any actions or omissions, which exceed or defeat the public and charitable purposes to which the Corporation, and assets held by it, are dedicated.



**b. Non-liability of Director:** The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

**c. Indemnification by Corporation of Directors, Officers, Employees and other Agents:** To the extent that a person who is, or was, a Director, Officer, employee or other agent of the Corporation has been successful on the merits in defense of any civil, criminal, administrative, or investigative proceeding brought to procure a judgment against such person by reason of the fact that he or she is, or was, an agent of the Corporation, or has been successful in defense of any claim, issue or matter therein, such person shall be indemnified against expenses actually and reasonably incurred by the person in connection with such proceeding.

If such person either settles any such claim or sustains a judgment against him or her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by the Corporation, but only to the extent allowed by, and in accordance with, the requirements of Section 5328 of the California Nonprofit Public Benefit Corporation Law.

**5.4 Conflict of Interest:** The Board shall adopt policies regarding conflicts of interest related to the Directors and Officers of the Corporation. Such policies shall be consistent with the standards of conduct set forth in California Non Profit Corporation Code and shall ensure, without limitation: (a) full disclosure of financial interests and involvement in transactions where a conflict of interest is a possibility; and (b) avoidance of potential conflicts of interest in choosing new Directors. Such policies shall impose upon each Director the responsibility to be alert to possible conflicts of interest of himself or other Directors and shall require that each Director declare his absence of conflict of interest annually on a declaration form provided for that purpose, or where a Director has a conflict of interest, require that such Director disqualify himself from the decision-making process involved.

## **ARTICLE VI** **ADVISORY COUNCIL**

**6.1 Advisory Council:** The Board may appoint an Advisory Council to act in an advisory capacity to the Board in the conduct of the affairs of the Corporation. The Board may adopt rules of procedure for the council from time to time. At each Annual Organization Meeting, the Board shall appoint individuals to serve on an Advisory Council for terms not to exceed three (3) years and additional members may be appointed by the Board at any regular or special meeting of the Board.

**6.2 Purpose of Advisory Council:** The purpose of the Advisory Council is to:

- a. Provide expertise and advice to the Corporation on specific and general matters; or
- b. Provide pro bono professional support for the Corporation's activities; or
- c. Offer prestige to the Corporation through use of their names on letterheads and logos.

**6.3 Duties of Advisory Council:** The Advisory Council members do not have prescribed duties, responsibilities, or authorities. When desired by the Board Advisory Council members may serve on Standing Committees.

**6.4 Membership Qualifications:** Advisory Council members should be interested in, and favor the purposes and projects of the Corporation. Advisory Committee members are expected to be members of the Corporation.

## **ARTICLE VII** **OFFICERS**

**7.1 Officers:** The Corporation shall have the following Officers: President, Vice-President, Secretary and Treasurer and such other officers as the Board at its discretion may decide by resolution. All such officers shall be elected Directors of the Corporation. Any Director may hold more than one office except for that of the President.

**7.2 Election:** The Directors shall choose the Corporation's officers at the Board's Annual Organization Meeting and each officer shall serve at the pleasure of the Board. The normal term of office shall be for one year or until the next annual Board Organization meeting. Any officer may be removed, with or without cause, by resolution passed by the

majority of the Board. The Board Governance Committee shall present a slate of nominees for officers at each annual Board Organization Meeting.

**7.3 Resignation:** Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Any resignation shall take effect on the date of receipt of such notice or at any later time specified by that notice, and unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

**7.4 Vacancies:** A vacancy in any office for any reason shall be filled in the manner described in these Bylaws for the regular appointments to that office.

**7.5 President:** The President shall be the Corporation's chief executive officer, shall preside at all Board meetings and shall, subject to control of the Board, generally supervise, direct and control the Corporation's business and its officers. The President shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board or by these Bylaws. The President shall be an ex-officio member without vote of all committees.

**7.6 Vice President:** In the President's absence, the Vice-President shall preside at all Board meetings, and shall, in the absence, disability, inability or refusal of the President to act, subject to the control of the Board, have the powers and duties of the President.

**7.7 Secretary:** The Secretary shall keep, or cause to be kept, a full and complete record of the proceedings of the Board, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the Corporation's records, and shall discharge such other duties as the Board may prescribe.

**7.8 Treasurer:** The Treasurer shall receive and safely keep all Corporation's funds, shall deposit such funds in the manner required by the Board, shall keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, shall render reports and accounting as required, and shall discharge such other duties as the Board may prescribe.

**7.9 Executive Director:** The Board may appoint an Executive Director of the Corporation. The Executive Director, and not the President, shall then be the Corporation's chief executive officer and shall be responsible for executing the Corporation's affairs, and operations in accordance with the policies established by the Board. However, the Executive Director may not acquire or accept any interest in real property on behalf of the corporation or sell or encumber any real property owned by the Corporation, except with the express approval of the Board as provided under Section 4.5 above. The Executive Director shall give notice of all meetings, have custody of the Corporation's minutes and records including those of its Board and of its committees, and shall perform such other duties as the Board may direct. The Executive Director shall submit to the Board any matters requiring their attention, and annually, and at such other times as may be appropriate, present to the Board reports upon the Corporation's affairs. The Board, by resolution, may require the Executive Director to give bond with an approved surety for the faithful performance of duties in such amounts as may be fixed by the Board. The costs of such bond shall be borne by the Corporation. The fiscal responsibilities of the Executive Director and the limitations upon his or her fiscal authority shall be established by the Board. The Executive Director shall serve at the pleasure of the Board, which shall fix his or her compensation. The Executive Director shall be an ex-officio member without vote on the Board and all standing and ad hoc committees.

## **ARTICLE VIII** **COMMITTEES**

**8.1 Committees of Directors:** The Board may designate one (1) or more committees, each consisting of one (1) or more Directors plus other persons to serve at the pleasure of the Board. Any committee, to the extent provided in the resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution may:

- a. Fill vacancies of the Board or any committee.

- b. Expend any corporate funds for any purpose without the express authorization of the Board, but in no event may any committee acquire or accept any interest in real property on behalf of the Corporation, or sell or encumber any real property owed by the Corporation.
- c. Amend or repeal Bylaws or adopt new Bylaws.
- d. Appoint any other committees of the Board or members of these committees.

**8.2 Meetings:** Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of Article IV of these Bylaws concerning meetings of Directors with such changes in context as are necessary to substitute the committee and its members for the Board of Directors and its members. When so directed by the Board, brief minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws.

**8.3 Standing Committees:** The following standing committees shall be established: Board Governance Committee, Lands Committee, and Finance Committee.

#### **8.4 Membership:**

- a. It is the normal expectation that each Director, except the President, shall serve on at least one Standing Committee.
- b. Except as specified for a particular committee, each committee should have, to the maximum extent possible, at least two Directors and one Advisory Council member. Additional non-director or non-Advisory Council members may be committee members as appropriate. The President, and the Executive Director if appointed, shall be ex-officio members, without vote, of all committees.
- c. The Chair of each Standing Committee shall be a Director.
- d. The committee Chairs shall be appointed by the President with concurrence of the Board. Committee members shall be nominated by the Committee Chair, with concurrence of the President and the Board.
- e. The terms of committee Chairs and members shall be one year. Terms may be renewed without limit.

### **ARTICLE IX** **FINANCIAL MATTERS**

**9.1 Annual Audit:** Beginning with the fiscal year in which, in the opinion of the Board, the Corporation has received or acquired sufficient liquid assets or interest in real property to warrant an audit, the Board shall provide for an independent annual audit of the Corporation's financial records by a CPA. Such audit shall include, but not be limited to, assets, liabilities, revenue, expenses and disbursements. The auditor shall furnish a written report to the Board thereof. An annual audit shall be conducted as above, for each succeeding year, unless in the judgment of a majority of the Board the audit may be delayed for a period of up to two years. In no case, however, shall the time between audits be longer than three (3) years.

**9.2 Bonding:** The corporation shall have the right to bond any person who handles funds, or other items of value, on its behalf. However bonding shall not be required unless directed by a specific resolution of the Board.

**9.3. Insurance for Corporate Agents:** The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation (including a Director, officer, employee or other agent of the Corporation) against any liability other than for violating provisions of law relating to self-dealing (Section 523 of the California Nonprofit Public Benefit Corporation Law) asserted against or incurred by the agent in such capacity or arising out of the agent's status, such as whether or not the Corporation would have the power to indemnify the agent against such liability under provisions of Section 5238 of the California Nonprofit Public Benefit Corporation Law.

**9.4 Fiscal Year:** The Corporation's fiscal year shall end each year on December 31 and begin on January 1, unless changed by the Board.

**9.5 Bank Accounts:** All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies or other depositories in accordance with the established policies of the Board. Withdrawals from all Corporation accounts shall require signatures as required by Board resolution.

**9.6 Execution of Documents:** The following persons shall be authorized to execute any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed:

- a. Any officer or other person duly authorized by resolution of the Board to execute such documents; or
- b. In the absence of express authorization by the Board, the Executive Director, President, Vice President, Secretary, or Treasurer.

**9.7 Execution of Checks:** Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the Corporation shall be signed by such individuals as are authorized by the Board. Funds of the Corporation shall be paid out only by checks of the Corporation signed by the President and/or Treasurer unless otherwise authorized by the Board.

**9.8 Contracts:** All contracts entered into on behalf of the Corporation must be authorized by the Board.

**9.9 Acceptance of Contributions:** The Board has the authority to accept gifts and contributions to the Corporation. Specific Board approval is required for acceptance of gifts of real property.

**9.10 Prohibited Transactions:**

**a. Loans:** The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, provided, however, that the Corporation may advance money to a Director or Officer of the Corporation for expenses reasonably anticipated to be incurred in performance of the duties of such Director or Officer so long as such individual would be entitled to be reimbursed for such expenses absent that advance.

**b. Self-Dealing Transactions:** Except as provided in Subsection 9.10c. below, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one to which the Corporation is a party and in which one or more of the Directors has a material financial interest.

**c. Approval:** The Board may approve a self-dealing transaction if the Board determines that the transaction is undertaken for the Corporation's own benefit, and is fair and reasonable to the Corporation; and the Board, after reasonable investigation, determines that the Corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances. Such determinations must be made by the Board in good faith with the knowledge of the material facts concerning the transaction and the Director's interest in the transaction and by a vote of a majority of the Directors then in office, without counting the vote of the interested Director(s).

**9.11 Compensation:** Directors and Officers (with the exception of an Executive Director) shall serve without compensation for their services to the Corporation, provided, however that they may be reimbursed from time to time for expenses incurred on behalf of the Corporation.

**9.12 Investments:** Except with respect to assets held for use or used directly in carrying out the Corporation's charitable activities, in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the Corporation's capital. The provisions of subsection 5.3a, above, shall apply to this subsection.

**9.13 Annual Report:** The Executive Director, or, if none, the President shall furnish a written report annually to the Directors and members of the Corporation containing the following information:

- a. The assets and liabilities, including the Corporation's trust funds as of the end of the fiscal year.
- b. The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- c. The Corporation's revenue or receipts, both unrestricted and restricted for particular purposes during the year.
- d. The Corporation's expenses or disbursements for both general and restricted purposes during the fiscal year.
- e. Any transaction of the Corporation during the previous fiscal year, except reimbursement of reasonable expenses, in which any Director was a party. The report must disclose the name of the interested persons involved in such transaction, stating such person's relationship to the Corporation, the nature of such person's interest in the transaction, and, where practicable, the amount of such interest.
- f. The amount and circumstances of any indemnification or advances aggregating more than One Thousand Dollars (\$1,000.00) paid during the fiscal year to any Director of the Corporation.

#### **ARTICLE X** **AMENDMENTS**

**10.1 Amendments:** The Corporation's Articles of Incorporation and Bylaws may be amended by the vote or written assent of a majority of the Board.

#### **ARTICLE XI** **MISCELLANEOUS**

**11.1 Gender and Number:** Any statement implying a gender shall be construed as meaning either gender. Any statement involving only one person shall be construed as meaning one or several persons.

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
2 CUPANIA CIRCLE  
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: SEP 18 1991

TRUCKEE DONNER LAND TRUST  
P O BOX 8816  
TRUCKEE, CA 96162-8816

Employer Identification Number:  
68-0245327  
Case Number:  
955256018  
Contact Person:  
TYRONE THOMAS  
Contact Telephone Number:  
(213) 894-2289  
Our Letter Dated:  
June 11, 1991  
Addendum Applies:  
Yes

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Richard R. Orosco  
District Director

Letter 1050 (DO/CG)

TRUCKEE DONNER LAND TRUST

We have upgraded your status from 509(a) (2) to 509(a) (1) & 170(b) (1) (A) (vi) .

## **PROJECT SUMMARY**

**County:**       **Sierra County (one of eight parcels located in Nevada County)**

**Applicant:**   **Truckee Donner Land Trust**

**Project Title:** **Webber Lake and Lacey Meadows Acquisition**

## **PROJECT GOAL**

The objective of the proposed project is for The Truckee Donner Land Trust (the Land Trust) to acquire in fee 8 parcels totaling 2,994.8 acres in the Little Truckee River watershed. The goal of this acquisition is to protect significant wildlife and wet-meadow hydrological conservation values, protect source water in the Little Truckee basin, and allow for continued conservation-based management of the property. This project contributes to the Proposition 84 goals by working to protect the principal headwaters of the Little Truckee Basin (the largest sub-basin in the Truckee River), with its 260-acre Webber Lake and its surrounding 1,900 acres of wet meadows.

The project addresses the SNC programmatic goal to protect, conserve, and restore the Region's physical, cultural, archaeological, historical, and living resources. Specifically, Webber Lake is an incredible physical, historical, and living resource. Not only is Webber Lake an essential environmental resource as the principal headwater of the Little Truckee River, the lake holds rich regional and historical significance. The property has had extensive use for the past 160 years – first as a popular stage stop during the gold rush era, then as a fishing and recreation resort, and finally as a ranch for summertime sheep grazing. Located on the historic Henness Pass Road that was built in 1849 as one of the first routes between Nevada and California, the 1860 Webber Lake Hotel is still standing today, largely unchanged from the day it was built. This project will protect the lake, its history, and the abundant Lacey Meadows system located upstream that serves as a critical habitat for biodiversity in the Sierra Nevada.

## **PROJECT SCOPE**

A \$1 million grant from the SNC will serve as a match for additional funding requests, and will allow the Truckee Donner Land Trust to purchase in fee the 2,994.8-acre Webber Lake and Lacey Meadows property from the Johnson Family Trust, a willing seller. The Truckee Donner Land Trust is under contract to purchase the property for a bargain sale of \$8 million.

Partners in this project include the California Wildlife Conservation Board, the National Fish and Wildlife Foundation, and the Northern Sierra Partnership, consisting of The Trust for Public Land, The Nature Conservancy, Feather River Land Trust, and Sierra Business Council. The NSP, in fact, has identified the Webber Lake/Lacey Meadows Complex as a very high priority area for conservation.

The Webber Lake and Lacey Meadows property is a key part of a larger conservation effort in the Little Truckee River watershed. The Nature Conservancy, The Trust for Public Land and the Land Trust are in the process of protecting over 17,000 acres in the watershed, including Webber



Falls, Perazzo Meadow, Independence Lake, Cold Stream Meadow, and the Henness Pass Working Forest Conservation Easement. The acquisition of the Webber Lake/Lacey Meadows complex also supports the long-term conservation vision of a master plan for the entire upper Little Truckee River headwaters to facilitate public use while conserving the area's natural resources.

### **LETTERS OF SUPPORT**

Letters of support included within this application come from the USFS Tahoe National Forest, Trout Unlimited, The Trust for Public Land, the Truckee Trails Foundation, and the Truckee River Watershed Council.

### **SNC PROJECT DELIVERABLES AND SCHEDULE**

<b>DETAILED PROJECT DELIVERABLES</b>	<b>TIMELINE</b>
Site Appraisal	Completed 2009
Option Agreement with Willing Seller	Completed 2009
Matching Grant Requests	WCB Proposal Submitted Date Response Expected: May 2011
California Wildlife Conservation Board \$ 4,000,000.00	
Northern Sierra Partnership \$ 1,000,000.00	NSP Proposal Submitted: November, 2009 Date Response Expected NSP and NFW: January – May 2011
National Fish and Wildlife Foundation Sierra Meadows Program \$1,000,000.00	
Private Fundraising \$1,000,000.00	Fundraising in process: September 2010 – August 2011
Final deposit of \$100,000.00 due to seller	April 2011
Project Deliverable: TDLT to acquire in fee 2,994.8 acres in the Little Truckee River Watershed at the estimated cost of \$8 million.	October 2001
Close of escrow	October 2011
Submission of Final Report	December 2011, or two months after close of escrow

### **SNC PROJECT COSTS**

<b>PROJECT BUDGET CATEGORIES</b>	<b>TOTAL SNC FUNDING</b>
Acquisition cost	\$1,000,000
<b>SNC GRANT TOTAL</b>	<b>\$1,000,000.00</b>

## **Evaluation Criteria Narrative**

### **A. Project Quality and Readiness**

#### **i. General Description**

The Truckee Donner Land Trust (the Land Trust, or TDLT), in partnership with The Trust for Public Land (TPL), is under contract to acquire in fee eight parcels, or 2,994.8 acres, in the Little Truckee River watershed known as Webber Lake and Lacey Meadows. The purpose of this acquisition is to protect significant wildlife habitat, a highly functioning sub-alpine wet-meadow system, and the headwaters of the Little Truckee River watershed. The project will allow for public access and continued conservation-based management of the property.

The property is comprised of the Lacey Meadow and Upper Lacey Meadow complex (covering 1,900 acres of the property) and Webber Lake, the 260-acre natural lake that forms the headwaters of the Little Truckee River. The Lacey Meadows complex, located upstream of Webber Lake, is one of the largest and finest sub-alpine meadow complexes in the Northern Sierra Nevada. Because of its support of critical habitat for biodiversity, The Nature Conservancy has listed the landscape as a “Portfolio Site.” The high water table and extensive willow shrubs, rushes, and sedges provide excellent nesting habitat for many native birds, including the Western willow flycatcher, and numerous waterfowl such as green-winged teal. Bald eagles, mountain lions, black bears, and mule deer from the Loyalton-Truckee herd all make their home in the area. The meadows’ size, healthy geomorphic condition, and hydrologic regime allows for a large quantity of spring run-off to be retained in Lacey Meadow, then released back into the watercourse throughout the summer, sustaining high-quality aquatic habitat in the Little Truckee River. Riparian, lake, seasonal ponds, and mixed-conifer forest habitats are also present on the property.

Acquisition of this property will support a larger conservation effort in the Little Truckee River watershed: The Nature Conservancy, TPL, and TDLT are in the process of protecting over 17,000 acres in the watershed. Other protected properties include Webber Falls, immediately downstream from Webber Lake, Perazzo Meadow, Independence Lake, Cold Stream Meadow, and the Sierra Crest Working Forest Conservation Easement near Henness Pass. Acquisition of the Webber Lake and Lacey Meadows property will help protect the biological integrity of these interconnected watershed sites. While substantial efforts are already underway at Perazzo Meadows, the Land Trust’s management of this property will enable and support long-term restoration efforts in the entire upper Little Truckee River headwaters. The management plan will facilitate increased public use while conserving the area’s natural resources, water benefits, unique wildlife habitat, and scenic views.

The goal of this project is for the Land Trust to purchase the Webber Lake and Lacey Meadows property, in fee title, from the current landowner (a willing seller). The Land Trust will acquire the fee in perpetuity, and will serve as steward for the long-term protection of the property. A grant from the Sierra Nevada Conservancy (SNC) will be matched with funds from the National Fish and Wildlife Foundation (NFWF) Sierra Meadows Program and private fundraising. Matching funds are also being requested from the California Wildlife Conservation Board (WCB) and The Northern Sierra Partnership (NSP).

To successfully complete this project, the Land Trust, in partnership with TPL, has already secured an Option to Purchase Agreement with Clifton and Barbara Johnson, Trustees of the Johnson Family, the Willing Seller. TDLT completed an appraisal of the property in 2009, as well as a Land Acquisition Evaluation with the California Department of Fish and Game (DFG) for consideration by the WCB. The Land Trust is completing all due diligence associated with this real

estate transaction, and, in partnership with TPL's legal staff, will facilitate the escrow and fee title transference. The Land Trust is also working to secure all matching funds for this acquisition, as well as necessary funds for long-term management and planned site improvements.

## **ii. Workplan and Schedule**

The primary factor affecting the project's timeline and completion is securing the needed funds to purchase the property before October 11, 2011 when the option to purchase agreement expires. The site appraisal has been completed, and the necessary leases and agreements signed with the willing seller. Since approval of the option agreement, TDLT has sought funding from several state and federal agencies to support the purchase of this property. TDLT applied for \$1 million from the Northern Sierra Partnership in November 2009, and is awaiting a January 2011 approval of this grant. A grant to the WCB for \$4 million is also in process, with an anticipated response date of May 2011. The NFWF Sierra Meadows program and private fundraising are providing \$2 million for this property acquisition. Pending timely approval and receipt of all necessary funds, TDLT will acquire in fee 2,994.8 acres in the Little Truckee River Watershed for \$8 million, a "bargain sale" (with an appraised value of \$8.75 million). Close of escrow will be October 2011, with the final report to be submitted to all granting agencies by December 2011.

## **iii. Budget**

A \$1 million SNC grant will be applied directly toward the fee title acquisition of the 2,994.8-acre Webber Lake and Lacey Meadows property. The estimated purchase price for this property is \$8 million with the seller making a \$750,000 contribution by agreeing to a "bargain sale." As the completion of this project depends on other funding sources, TDLT has submitted three other grant requests, and has engaged in successful private fundraising to raise the additional \$7 million.

Grants are still pending from the California Wildlife Conservation Board (WCB) in the amount of \$4 million and The Northern Sierra Partnership (NSP) in the amount of \$1 million. TDLT anticipates that both of these funding sources will come to fruition in order to complete this project. TDLT also anticipates a grant for \$1 million from the National Fish and Wildlife Foundation. TDLT has a capital campaign underway, in partnership with NSP, to raise the final \$1 million in private funds to ensure that adequate funding is available to complete this project. Notification of an award from both the WCB and the NSP will come no later than May 2011, around the same time that SNC grant funds would become available.

The Land Trust and The Trust for Public Land are covering expenses associated with due diligence, including staff time and closing costs.

Funding support from the SNC would be leveraged 1:7, making this a cost-effective project. Additionally, SNC's contribution will build upon the investment of previously awarded public funds for the protection of the nearby acquisitions in the region. The proposed acquisition is just upstream of Perazzo Meadows, a 982-acre property purchased for \$3.7 million through funding from the State Water Control Board, the California Natural Resources Agency's River Parkway Program, the Environmental Assessment and Mitigation Program, and the California Wildlife Conservation Board. Within four miles of the proposed property is the 2,325-acre Independence Lake, which was purchased at \$15.5 million and is managed jointly by TDLT and The Nature Conservancy, and the Independence Lake uplands and Webber Falls, which are currently owned and managed by the Tahoe National Forest. Finally, the nearby 1,174-acre Cold Stream Meadows property, now owned and managed by TDLT, was purchased for \$2,984,900. In 2009, SNC committed \$1 million in funds directly supporting the Cold Stream Meadow acquisition.

The current need and planning for the acquisition of Webber Lake and Lacey Meadows has relied upon data and resources generated from these cooperative conservation efforts in the Little Truckee River watershed. TDLT is confident of the support of matching funds from the WCB and NSP, as both organizations have already been very active in the conservation of the upper Little Truckee watershed. Members of the NSP, including The Nature Conservancy, Feather River Land Trust, and Sierra Business Council, have identified Webber Lake and Lacey Meadows as a very high priority area, and are involved in associated conservation projects such as the Henness Pass/Sierra Crest Working Forest Conservation Easement.

This project is additionally leveraged by federal funds, which were appropriated for the acquisition and management of lands in the Tahoe National Forest. A portion of this proposed Webber Lake and Lacey Meadows site may become a future addition to the National Forest. The outcomes and benefits of this proposed acquisition, therefore, will help the U.S. Forest Service, in the long-term, consolidate management within the forest for increased effectiveness, efficiency, and cost savings.

#### **iv. Status of restrictions, technical documents, and agreements**

##### **1. Agreements and commitments from project partners**

The Truckee Donner Land Trust and The Trust for Public Land are committed partners in this project, having both signed the Option to Purchase Agreement with the Willing Seller. TDLT and TPL have also been in discussion with the U.S. Forest Service, Tahoe Supervisor's Office about future conveyance of the southern-most part of the property to USFS for inclusion within the Tahoe National Forest. Letters of support from the U.S. Forest Service and TPL are included in the appendix.

##### **2. Preliminary title report, and negotiations of terms of sale, option to purchase with a willing seller**

Negotiations between TDLT, TPL, and the current landowner are complete, and an Option to Purchase Agreement between all parties is signed. The Option to Purchase Agreement and Preliminary Title Report (dated 2009) are included in the appendix.

##### **3. Property restrictions and/or encumbrances, easements, and mineral rights**

There are no known encumbrances, easements, or mineral rights to the property. Currently, there is a leased fishing camp on the property, which is renewed annually. A copy of this lease is included in the appendix.

##### **4. Any land listed under the Williamson Act is required to be identified**

The Lacey Meadow and upland parcels are currently under the Williamson Act and are zoned as Timber Production Zone (TPZ).

#### **B. Proposition 84 Land and Water Benefits**

##### **i. Contribution to Proposition 84 goals**

The Truckee Donner Land Trust is under contract to acquire nearly 3,000 acres in the Little Truckee River watershed, an area known as Webber Lake and Lacey Meadows. The purpose of acquiring this property is to protect significant wildlife and wet-meadow hydrological conservation values and to protect source water in the Little Truckee basin.

The principal topographical features of the property are hydrological. The 260-acre Webber Lake is fully contained along the property, along with 3.5 miles of its headwater creek, Lacey Creek, and approximately ½ mile of the uppermost reaches of the Little Truckee River that begins and flows from Webber Lake. The 1,900 acres that comprise Lacey Meadows are wet or snow-covered most the year. The meadow retains a large quantity of spring run-off and snowmelt, releasing clean cold water back into the watercourse throughout the summer, which, in turn, sustains the high quality aquatic habitat of the Little Truckee River. Because Lacey Meadows and Webber Lake are watered by High Sierra snowmelt, the water quality is very high. As there has been a limited scope of recreational and residential activities (and only low-impact sheep grazing) on the property, the probability of wastewater treatment impacting the water quality is minimal. The Little Truckee River is the principal source of drinking water for Reno and Sparks.

The principal water-related objective in the acquisition of the Lacey Meadows property is preservation of an unusually pristine, highly functioning ecosystem. The acquisition will ultimately allow for continued conservation-based management of the property. The owners have used the meadows as summer grazing land for sheep for the past 60 years, and managed a fishery in Webber Lake for sport fishing. The owners are justifiably proud of their management and care of the property, which is remarkably pristine. It is not surprising that the owners/willing sellers are strongly interested in protecting the property's natural resources, as opposed to maximizing income by selling to a person wishing to further develop it.

If TDLT does not acquire the property for conservation, the high ecological values of this property will be threatened by 1) development by a less conservation-minded owner; 2) continued lack of public access to a large in-holding in the Tahoe National Forest; and 3) possible development of other structures in key wildlife area and viewsheds. Already, adjacent private parcels have been developed as vacation mansions. As development increases along the Jackson Meadows Road (the access to the property), pressure will increase for this three-season road to be plowed for year-round access, thus aiding residential development and adding further stress to the wildlife habitat in the area.

In its natural state, the property exists as sub-alpine meadows, riparian, lake, seasonal pond, and mixed-conifer forest habitats. This landscape has been targeted by The Nature Conservancy as a "Portfolio Site" because of the critical habitat it provides for biodiversity in the Sierra. The property supports healthy populations of mule deer from the Loyalton-Truckee herd, mountain lion, black bear, and a range of rare and threatened species including the Sierra Nevada red fox, pine marten, wolverine, Northern Goshawk, and several plant species. Mountain yellow-legged frogs have also been sighted on the property. A 1,900-acre sub-alpine meadow (Lacey Meadow and Upper Lacey Meadow) on the property supports native grasses and spectacular displays of wildflowers, including camas lilies, asters, shooting stars, elephant heads, and larkspur. With its high water table and abundance of shrubs, rushes, and sedges, Lacey Meadow also supports the nesting habitat for the Western willow flycatcher, yellow warbler, and numerous waterfowl.

The Lacey Meadow/Webber Lake property supports critical wildlife corridors, as it provides connectivity to adjacent Tahoe National Forest lands. It also provides vertical habitat connectivity between adjacent federal lands ranging from 6,500 feet to 8,000 feet in elevation, and connects a series of large meadow complexes with each other.

Protection of this site compliments and supports restoration activities taking place along the Little Truckee River and throughout the watershed. For example, the U.S. Forest Service and the Truckee River Watershed Council are working together to improve wet meadow function and native fishery habitat within the Little Truckee River watershed. Because Webber Lake forms the headwaters of the Little Truckee River, the water quality protection benefits of this project support these larger restoration initiatives.

The primary Performance Measure chosen for this project is *C11: Acres of Land Conserved*. With the successful acquisition (fee title purchase) of 2994.8 acres from the willing seller by the Truckee Donner Land Trust, the project will contribute to the Proposition 84 goals as described above. Most importantly, the purchase of these lands by TDLT as a conservation steward will eliminate development threats while enhancing the natural resources and public enjoyment of a property heretofore fenced with no trespassing signs. As TDLT is a local conservation agency working in concert with surrounding conservation efforts and restoration activities, the acquisition will allow for a comprehensive management plan to be developed in conjunction with neighboring federal and non-profit conserved lands to maximize habitat and resource value. The purchase of Webber Lake and Lacey Meadows by TDLT will serve as a measurement for this project's success. The secondary, indirect performance measures that will be recorded and reported include:

*A1. Number of People Reached*

*B6. Linear Feet of Stream Bank Protected:* The property contains over 3.5 miles of Lacey Creek, and ½ mile of the uppermost reaches of the Little Truckee River.

*B7. Number of New Recreation Access Points:* The purchase of this property will make new recreation points accessible to the public. Site improvements may be required after the acquisition to identify and enhance these access points.

*B8. Number of Special Significance Sites Protected or Preserved:* The property contains at least 3 sites of special historical and/or ecological significance, including the Henness Pass Hotel, Webber Lake, and Lacey Meadow.

## **ii. Sustainability of the project in the context of the surrounding watershed and land uses**

The Webber Lake and Lacey Meadows property is comprised of eight parcels that are in-holdings within the Tahoe National Forest. The property is adjacent to 1,120 acres of timberland recently protected by a conservation easement held by the TDLT, and is just upstream of Perazzo Meadows and Webber Falls, recently acquired properties along the Little Truckee River. Additionally, Cold Stream Meadows and Independence Lake and its uplands are also in the vicinity of the property and drain directly into the Little Truckee River. All of these surrounding properties have been conserved through a combination of state, federal, and private philanthropic funding, and are owned and managed by the Tahoe National Forest, TDLT, or The Nature Conservancy. Webber Lake and Lacey Meadows' location within this larger protected landscape ensures the long-term sustainability of its own natural resource values, as well as helping to preserve the ecological integrity of these surrounding important resource lands. The acquisition of this property will mutually support all strategic conservation efforts within the Little Truckee River watershed.

## **iii. Climate Change Impacts**

The area to be acquired holds substantial potential to help facilitate the adaptation of species, habitats, and communities to climate change. The Lacey Meadows property is located at a relatively high altitude with a north-facing aspect, and abuts the crest of Sierra Nevada on two sides. The property holds a great deal of snow in the winter and exists in an area that is expected to continually receive and hold snow longer than lower, more southern and south-facing aspects of the range. Lacey Meadows, therefore, should continue to play an important role in storing and releasing water for downstream human use. Its wet meadow and lacustrine ecosystems will continue to function for a long time to come. This makes the Lacey Meadows property an important refuge and holding ground for species threatened by global warming such as the Sierra yellow-legged frog. The yellow-legged frog faces the loss of much of its remaining habitat in the next century. The property is

located on the flank of the Sierra divide at the juncture of three major river systems (the South Yuba, Middle Yuba, and Little Truckee), and ranges in elevation from 8,200' to 6,700'. Because of this, the property provides a critical corridor for plants and animals migrating in search for new niches as climate change progresses.

### **C. SNC Program Goals**

The proposed acquisition of Webber Lake and Lacey Meadows will result in direct and tangible benefits to a number of SNC goals.

#### **(a) Provide increased opportunities for tourism and recreation**

Webber Lake has been a private recreational destination for campers, anglers, and summertime Sierra enthusiasts for nearly 150 years. After its long history of private ownership and exclusive use, acquiring and protecting Webber Lake will make the property available for public ownership and management, and provide increased opportunities for tourism and recreation. For the past 60 years, the northernmost 60 acres of the property surrounding Webber Lake has been leased as a private campground and fishing resort. The 50 day-use permits, 86 season-long campsites and 11 cabins are reserved for members of these private groups. Adjacent private parcels have also been recently developed as vacation mansions, posing further barriers to public access and recreation.

If the property is acquired by the Truckee Donner Land Trust, the property will become publicly accessible and retained as natural open space linked to Tahoe National Forest, which currently surrounds the property. The property would be opened to year-round recreation such as hiking, mountain biking, and cross-country skiing. The Pacific Crest Trail, which currently descends from the crest into a valley in order to circumvent this property, could potentially be rerouted closer to the crest. The fact that the roads are maintained and in excellent condition will support the addition of public access points and trails to most parts of the property. A potential trailhead and access to Lacey Meadows already exists on the side of Tahoe National Forest Road 86, which crosses the property on one of the southern-most parcels.

This acquisition will allow the public to access Webber Lake in 2016 after the lease with the caretaker expires. The shallowness and biomass of Webber Lake makes it a perfect trophy trout fishery, thus filling an important niche in a region abundant with other lakes. As this acquisition supports the larger conservation effort of the region, this area would provide excellent and diverse opportunities for fishermen: the nearby Independence Lake is a native Lahontan cutthroat trout fishery, and Lake of the Woods, Jackson Meadows Reservoir, and the Little Truckee River are all managed under the district general regulations with five-fish limits. The property will also provide outstanding birding and wildlife viewing for enthusiasts, as well as increased opportunities for outdoor education.

The property's 86-site campground, cabins, and historic hotel present innovative opportunities for increasing tourism to the area. TDLT is planning to turn the property's historic Henness Pass hotel into a small museum showcasing the region's seminal role in California's history. With Webber Lake serving as a publicly accessible recreation-spot for families and friends to gather, camp, fish, and enjoy the property's natural history and beauty, the Webber Lake/Lacey Meadows complex will become a regional asset and destination.

Once the property is acquired (performance measure *C11: Acres of Land Preserved*), the project will measure and report on the following: *A1. Number of People Reached* (including number of visitors

to the property); *B7. Number of New Recreation Access Points*; and *B8. Number of Special Significance Sites Protected or Preserved* (including property structures that may be renovated or preserved).

**(b) Protect, conserve, and restore the Region's physical, cultural, archaeological, historical, and living resources**

Located in the Little Truckee River watershed, a jewel of the Northern Sierra with its stunning snow-capped peaks and colorful sub-alpine meadows, the Webber Lake property is rich with California history. Webber Lake is located on the historic Henness Pass Road that was built in 1848 as one of the first routes between Nevada and California. The historic 1863 Webber Lake/Henness Pass Hotel was a popular stage stop during the gold rush era and is still standing, largely unchanged, today. For 150 years, the lake has been a private recreational destination, and is considered to be the origin of sport fishing in the Sierra Nevada.

As a living physical resource, the Webber Lake/Lacey Meadows property, with its 260-acre lake and over 1,900 acres of wet meadows, is located just beneath the Sierra Nevada Crest, forming the headwaters of the Little Truckee Basin, the largest sub-basin in the Truckee River. The property's sub-alpine meadows retain a large quantity of snowmelt and spring runoff. Springtime brings a spectacular display of wildflowers, waterfowl, and nesting yellow warblers. Its high water table and shrubs, rushes, and sedges provide excellent nesting habitat for the Western willow flycatcher, neotropical migrants, and green-winged teal. The Little Truckee drainage is home to the Lahontan cutthroat trout, mountain whitefish, Lahontan redbreast shiners, and other fish native to the Truckee drainage. The lake was first stocked with trout in the early 1860's, and the property now contains populations of rainbow, brook, and brown trout, stocked originally by the CA Dept. of Fish and Game between 1930 and 1955. Additionally, numerous state and federally listed endangered, threatened, species of special concern, or rare species occur on the property. Mammals include Sierra Marten, wolverine, Sierra Nevada red fox, and Pacific fisher. Birds include the greater sandhill crane, willow flycatcher, bald eagle, and northern goshawk. In fact, several goshawk nest trees surround the property. Rare and threatened plants species include white-stemmed pondweed and Webber's ivesia, with Donner Pass buckwheat occurring just off the property in similar habitat.

Acquisition of this property will allow for the Truckee Donner Land Trust, an experienced, local conservation organization, to manage this property to maximize habitat and resource value, and to eliminate development threats. This will in turn allow for more biological and hydrological studies to be made, and will support the success of management and restoration efforts made downstream and on adjacent forestlands. The performance measure for this goal is *C11: Acres of Land Preserved*. *B6. Linear Feet of Stream Bank Protected*, and *B8. Number of Special Significance Sites Protected or Preserved* also provide measurement of towards this goal.

**(g) Undertake efforts to enhance public use and enjoyment of lands owned by the public**

Acquisition of this property represents public and private commitment to enhance public use and enjoyment of lands. The project will allow for the baseline studies and assessments to be made for water quality and riparian ecosystem health by the Feather River Chapter of Trout Unlimited and the Truckee River Watershed Council. These assessments will help direct public use enhancements to the property. Several trailheads and trails are likely to be built in the future, including a new trailhead accessing Lacey Meadows from Forest Road 86. Area non-profits including Trout Unlimited, the Truckee River Watershed Council, and the Truckee Donner Historical Society have already begun to plan for potential watershed, fishery, and historical structure restoration.



Acquisition of this property is a high priority for the U.S. Forest Service because of its scenic and recreational qualities and because of its proximity to a larger network of trails and other public recreation points surrounding this site. Additionally, this site is located within the proposed Castle Peak Wilderness, described by the Forest Service as “among the most scenic areas in the Tahoe National Forest.” The proposed acquisition will improve public accessibility and visitor enjoyment of this unique landscape. Performance measures include *B7. Number of New Recreation Access Points*; and *B8. Number of Special Significance Sites Protected or Preserved*.

#### **D. Cooperation and Community Support**

To solicit participation in and support for this project, TDLT and TPL have solicited stakeholder participation through face-to-face meetings and other communications. This includes meetings with the current members of the fishing camp, some of whom have been leasing campsites at Webber Lake for over 65 years. TDLT has also met personally with other private property owners in the area. The U.S. Forest Service, Trout Unlimited, The Nature Conservancy, and the Truckee River Watershed Council have also been working in close cooperation with TDLT regarding the long-term management objectives for this site.

These planning meetings have resulted in broad community support with no known opposition. The landowner, adjacent landowners, and other key stakeholders are backing this conservation-based acquisition. Letters of support for this project come from the U.S. Forest Service, the Truckee River Watershed Council, and Truckee Trails Foundation. The Northern Sierra Partnership, a coalition of conservation groups working to protect the natural resources of the Northern Sierra, also endorses this project. The Northern Sierra Partnership consists of TDLT, The Trust for Public Land, The Nature Conservancy, Feather River Land Trust, and the Sierra Business Council.

The project will provide educational opportunities about the Sierra Nevada, the SNC, and the project area for children, schools, and communities. Specifically, the Northern Sierra Partnership recently made a \$5,000 grant to the Truckee Tahoe Unified School District for its 5<sup>th</sup> grade outdoor education program conducted at the Sagehen Field Station. TDLT will use Lacey Meadows to teach meadow ecology to students in this and other outdoor education programs. Following acquisition of the property, students from local schools will be enlisted to help build trails on the property. TDLT also plans to turn the historic Webber Lake/Henness Pass hotel, built in 1863 and still standing on the property, into a modest museum to showcase the region’s rich and important role in the Sierra Nevada’s and California’s history. Finally, TDLT’s commitment to open Webber Lake to the public will provide a wonderful place for families and friends to gather, camp, fish, and learn about the property’s history, beauty, and pristinely functioning ecological value.

The proposed acquisition is highly compatible with regional conservation, recreation, and resource management plans. The Northern Sierra Partnership (NSP) is in the process of protecting over 17,000 acres in the Little Truckee River watershed. NSP partners have already completed conservation projects in the area including Independence Lake and the Bickford Ranch on the Little Truckee River, and are working on placing conservation easements over SPI forestlands through the Sierra Crest Working Forest Conservation Easement Project. In addition, conservation deals protecting Webber Falls, immediately downstream from Webber Lake, Perazzo Meadows, Cold Stream, and Independence Lake are now developing comprehensive land stewardship and recreation plans for the area. The inclusion of Webber Lake and Lacey Meadows into these consolidated management plans will enhance the overall efforts to protect the natural resources, wildlife, water quality, and habitat values of the region.

The Webber Lake and Lacey Meadows acquisition, as an in-holding within the Tahoe National Forest, is also compatible with Forest Service plans. Some of these acquired parcels may eventually be transferred to the U.S. Forest Service as part of the Tahoe National Forest, which currently surrounds the property on all sides. The U.S. Forest Service has rated this site with an A+ rating and considers this acquisition a high priority because of its excellent riparian, forest and meadow habitat.

Additionally, the Truckee River Watershed Council has a Coordinated Resource Management Strategy that is part of the Tahoe Sierra Integrated Regional Water Management Plan, which identifies the Upper Little Truckee River sub-basin as a “very high” priority for protection. This project augments and supports restoration planning and implementation efforts of statewide and regional water agencies including Truckee Watershed Council to restore the water quality and habitat values in the Little Truckee River and its tributaries.

This project also addresses local Sierra County goals protecting the rural integrity of the county by preserving outdoor recreation and natural resources, which are traditional uses on the site and in keeping with the County’s planning preferences for this area.

TDLT staff, with the support of communication efforts by TPL, will communicate with media, state and local elected officials, agencies, and community partners both inside and outside the region through stakeholder meetings, participation in Sierra-focused collaborative endeavors, press releases, and private tours. TPL and TDLT strive to highlight the importance of the Sierra Nevada region and to bringing resources and attention to the area to ensure its long-term protection.

## **E. Project Design, Management, and Sustainability**

### **i. Project Design, Management Process, and Capability of Applicant**

TDLT will be the owner in fee of the Webber Lake and Lacey Meadows property, and will assume overall responsibility for its management. The key anticipated fiscal partners in this project are the Resources Legacy Fund Foundation, The Northern Sierra Partnership, TDLT, and TPL. Other than TDLT, none of these fiscal partners are the long-term stewards of this property, and therefore each has only an ancillary or supporting role in developing the project’s workplan. Other ancillary management partners include Trout Unlimited, the Truckee River Watershed Council, The Nature Conservancy, Sierra County, Nevada County and the U.S. Forest service. TDLT and TPL are exploring an eventual conveyance of part of the property to the U.S. Forest Service or Sierra County.

#### **(a) Applicants demonstrated ability to implement project**

Founded in 1990, TDLT was born out of the community's desire to protect the picturesque and historic Coldstream Valley next to Donner Lake, which was about to be lost to logging. To date, TDLT has protected over 22,000 acres of land by means of outright acquisitions, donations, and conservation easements. TDLT’s staff has extensive experience in managing and enhancing public recreation resources, while also providing the highest level of protection for wildlife habitat and water quality in the Truckee Region.

TDLT currently owns over 2,000 acres in the immediate area of Webber Lake and holds conservation easements on an additional 4,000 acres. In addition, TDLT is an equal partner with The Nature Conservancy in creating and implementing a recreational management plan for Independence Lake. TDLT has a staff of four employees including a full-time Stewardship Director with the expertise to ensure proper management of riparian corridors, recreation resources and

public trails. In addition, TDLT has a group of committed volunteers that regularly aid in the construction of trailheads, signage and trails, and document wildlife sightings. TDLT is well qualified to manage the Webber Lake/Lacey Meadows property for natural resource preservation and the public's enjoyment as it has demonstrated at Waddle Ranch, Independence Lake, and Perazzo Meadow.

TPL will serve as a key project partner. With over 35 years of experience in land conservation transactions, TPL's project, legal, and financial staff provides a broad range of expertise to support TDLT in the acquisition of the property. Since 1972, TPL has worked with willing landowners, community groups, and national, state, and local agencies to complete more than 3,000 land conservation projects in 46 states, including over 135,000 acres in the Sierra Nevada Region.

**(b) The appropriate up-front planning that demonstrates the project need**

TDLT and TPL have been very active in identifying the land and water resources most in need of protection and in working with landowners, public agencies, nonprofit organizations, and the local business community to strategically protect these resources. The area under contract is an important focus of TPL's Sierra Checkerboard Initiative, because of its water resources and biological diversity. The Sierra Checkerboard Initiative has commissioned scientific and conservation strategy studies to identify the resource values most in need of protection. Webber Lake and Lacey Meadows have been the subject of a range of hydrological and riparian ecosystem studies, including DFG evaluations. These local studies and reports, including *Sierra Nevada Ecoregional Plan*, the *Conservation of Aquatic Diversity in the Sierra Nevada*, and the *Sierra Nevada Ecosystem Project* have identified this area for its ecological values and need for long-term protection.

This project is the result of extensive planning, involving stakeholders in several planning meetings to secure broad community support and coordination with landowners.

**(c) Utilizing appropriate design for maximum sustainability of the proposed project**

The surrounding land-uses strongly support the sustainability of the project and its resource values. The 2,994.9 acres of Webber Lake/Lacey Meadows will be preserved in its natural state for the long-term protection of its water and land based resources and its wildlife habitat. The project also preserves the opportunity for future trails, trailheads, and trail re-routing along Sierra Crest. Some minor restoration and construction of trails and educational signage will not only help prevent erosion and protect native habitat, but will increase the safety and accessibility of this valuable natural landscape to the public. Any design or site improvements following the acquisition will not impact the landscape's natural resources. The objective of this acquisition is preservation, rather than modification/restoration, of an already pristine and functioning ecosystem.

**(d) A monitoring and maintenance process that keeps the proposed project at intended standards and utilizes performance measures as appropriate.**

TDLT, in close consultation with the U.S. Forest Service Sierraville Ranger District, will manage and monitor these lands to maintain its natural and recreational values and to be consistent with the Tahoe National Forest's management plan, as well as other conservation plans in the region. At the close of escrow with the current landowner, TDLT will create baseline documentation of the property through photos and resource inventories, and will regularly monitor the site to ensure that the standard for conservation and resources protection is measured and upheld. TDLT

is committed to preserving and enhancing the ecological benefits of this site while also balancing appropriate public uses.

## **ii. Project Sustainability**

The Webber Lake and Lacey Meadows site is contiguous to lands that are already protected and under public ownership. The eight parcels are surrounded by the Tahoe National Forest, and are part of the proposed Castle Peak Wilderness Area. The connectivity of this site to already-protected lands helps create an integrated corridor of protection to ensure long-term environmental and recreational sustainability of the habitat and wildlife values on both the surrounding protected lands and the Webber Lake and Lacey Meadows parcels.

This project will have no adverse affects on any economic activity currently derived from this land. Although this site has the potential for timber harvesting, it is not currently used as such. Sheep have grazed at Lacey Meadows for over a century. TDLT is currently assessing the positive and negative impacts of continuing or eliminating grazing for the future benefit of area conservation.

## **iii. Long-term management plan**

At the close of escrow, the owner and steward of the Webber Lake and Lacey Meadows property will be the Truckee Donner Land Trust. The Land Trust currently owns over 2,000 acres in the immediate area and holds conservation easements on an additional 4,000 acres. In addition, the Land Trust is an equal partner with The Nature Conservancy in creating and implementing a recreational management plan for Independence Lake. The Land Trust is well qualified to manage this site for natural resource preservation and the public's enjoyment as it has demonstrated at Waddle Ranch, Independence Lake and Perazzo Meadow. The site will be retained as natural open space and the entire property will become publicly accessible.

Future improvements are being considered post-acquisition. TDLT is planning a potential trailhead, and aims to provide interpretative signage and build new trails to hasten the public's enjoyment. TDLT is committed to ensuring public access that is compatible with its conservation goals. In the long term, TDLT is considering tearing down many of the dilapidated and unsafe cabins and structures, eradicating non-native vegetation, restoring the historic Henness Pass Hotel that is still standing on the property (one of the oldest structures in Northern California) into a museum, and constructing a large public campground and day use area. The property – especially the extensive meadows – will be maintained in its current natural condition to protect water quality, wildlife habitat, scenic views, and public recreational access. All of these improvements and enhancements will be consistent with SNC program requirements and its mission.

TDLT and TPL are exploring an eventual transfer of some of the property to management by the U.S. Forest Service as part of the Tahoe National Forest, which currently borders the property in all directions. Management and future improvements to the property will support the conservation objectives of the Tahoe National Forest.

Management costs are being included in the overall campaign to protect and acquire the property. The Land Trust has a solid track record of raising funds for management and utilizing volunteers for trail construction and restoration. To date, over \$750,000 has been raised for stewardship at Waddle Ranch, Independence Lake, and Perazzo Meadows. This year alone, over 150 volunteers have helped build new trails at Waddle Ranch.

Acquisition of the Webber is part of TDLT and TPL's regional Checkerboard Initiative to strategically consolidate and link together public ownerships throughout the Sierra. This acquisition helps address management for forest and watershed health and wildfire response, while possibly

Sierra Nevada Conservancy Prop 84 Grants Program 2010  
Evaluation Criteria Narrative

reducing operations and maintenance costs. This project facilitates more logical management efforts, and also protects some of the most accessible and biologically rich sections within the checkerboard.

The Webber Lake and Lacey Meadows project is an example of long-time privately owned property of historical and ecological importance being sold for public stewardship instead of less conservation-minded private development. The project is a useful model in the region for responsible stewardship that can be ecologically beneficial and economically viable for both the land and its population, including the private landowners and the wider public, for generations to come.

## **Performance Measures**

### **A. Performance Measures for All Categories**

#### **1. Number of People Reached**

The outcome of the proposed conservation easements will impact thousands of individuals who visit the Sierra Crest region annually for recreation, tourism, and study, as well as those who make their primary or secondary residence in the area. The region is an in-holding of the Tahoe National Forest: approximately 20,000 people visit designated wilderness areas within the Tahoe National Forest annually and enjoy a vast network of trails, campsites, fishing access points, and other recreational amenities. Specifically, as Webber Lake and Lacey Meadows become publicly accessible, TDLT and the Tahoe National Forest predict an increase in recreational tourism to Webber Lake, campgrounds and cabins, and nearby trails.

#### **2. Dollar Value of Resources Leveraged for the Sierra Nevada**

The estimated fair market value of this site is \$8,000,000.00. A \$1,000,000 grant from the Sierra Nevada Conservancy will leverage an additional \$7,000,000 for this conservation project. Additional funding is expected from the Northern Sierra Partnership (\$1,000,000), the National Fish and Wildlife Foundation Sierra Meadows Project (\$1,000,000) and the California Wildlife Conservation Board (\$4,000,000), as well as private donors.

#### **3. Number and Type of Jobs Created**

This acquisition project will not directly create new jobs. In the future, new jobs may be created in tourism/hospitality, maintenance, and construction as TDLT and partners make improvements for public access, as well as potentially transforming the historic hotel into a small museum.

#### **4. Number of New, Improved or Preserved Economic Activities**

This project will introduce new recreational opportunities by making once-private lands publicly accessible. This project, therefore, indirectly preserves the economic activities associated with the local and regional tourism, recreation and service industries.

TDLT anticipates continuing the employment of the current Webber Lake caretakers into the foreseeable future, as they have in-depth experience on the upkeep of the road, gates, and structures on the property.

The current owners have been using the property's extensive meadows for sheep grazing. Sheep grazing has occurred on the property for most of the last century. An assessment will be done of the grazing impacts on the meadow health and wildlife habitat to ascertain whether this will be deemed an allowable use in the future.

### **B. Performance Measures Common to Site Improvement and Acquisition Projects**

#### **6. Linear Feet of Stream Bank Protected**

The Webber Lake and Lacey Meadows acquisition will permanently protect 3.5 miles (almost the entirety) of its headwater creek, Lacey Creek, that flows through the property, as well as approximately 1/2 mile of the uppermost reaches of the Little Truckee River. Protecting these stream

banks and their associated riparian habitats has significant benefits for the restoration efforts taking place throughout the entire Little Truckee River watershed.

#### **10. Acres of Land Conserved**

The Webber Lake and Lacey Meadows Acquisition Project will permanently protect **2,994.8 acres of land** in Sierra County and Nevada County for habitat and wildlife preservation and enhanced recreational access.

### **Environmental Setting and Impacts**

The Webber Lake and Lacey Meadows property is made up of 8 parcels totaling 2,994.8 acres in the Jackson Meadows region of Sierra and Nevada counties.

The principal topographical features of the property are hydrological. The 260-acre natural lake, Webber Lake, forms the headwaters of the Little Truckee River. The natural lake is 50' deep at the center, and is enhanced by the 3' to 4' concrete dam that is found on its east shore at the Little Truckee River headwaters. The lake is fully contained along the property, along with 3.5 miles of its headwater creek, Lacey Creek, and approximately ½ mile of the uppermost reaches of the Little Truckee River. The annual refill of Webber Lake depends on the streams and springs that originate in Lacey Valley to the south. These sources are supplemented by waters that originate in the vicinity of Coppins Meadow to the northwest and the small basin that hosts Lake of the Woods to the northeast.

The 1900-acre Lacey Meadows complex, located upstream of Webber Lake, is one of the largest and finest meadow complexes in the Northern Sierra Nevada. The meadows are wet or snow-covered most of the year. Because Lacey Meadows and Webber Lake are watered by High Sierra snowmelt, the water quality is very high. The meadow retains a large quantity of spring run-off and snowmelt, releasing clean cold water back into the watercourse throughout the summer, which in turn, sustains the high quality aquatic habitat of the Little Truckee River.

The Nature Conservancy has targeted the Lacey Meadows and Webber Lake landscape as a "Portfolio Site" because of its support of critical habitat for biodiversity. The high water table and extensive willow shrubs, rushes, and sedges provide excellent nesting habitat for many native birds, including the Western willow flycatcher, and numerous waterfowl such as green-winged teal. Bald eagles, mountain lions, black bears, and mule deer from the Truckee-Loyalton herd all make their home in this area. Riparian, lake, seasonal pond, and mixed-conifer forest habitats are also present on the property. Large lodgepole pine is common around Webber Lake.

The Lacey Meadows/Webber Lake property supports important wildlife corridors, as it provides connectivity to adjacent Tahoe National Forest lands. It also provides vertical habitat connectivity between adjacent federal lands ranging from 6,500 feet to 8,000 feet in elevation, and connects a series of large meadow complexes. The area supports numerous species listed as endangered, threatened, or species of special concern, including: Sierra Marten, wolverine, Sierra Nevada red fox, Pacific fisher, greater sandhill crane, willow flycatcher, and bald eagle. Several nest trees for the northern goshawk surround the property. Lacey Meadows is also an important refuge and holding ground for the highly threatened Sierra yellow-legged frog, which faces significant habitat loss due to global warming in the next century.

Protection of this site complements regional restoration activities. For example, the U.S. Forest Service and the Truckee River Watershed Council are working together to improve wet meadow function and native fishery habitat within the Little Truckee River watershed. Because Webber Lake forms the headwaters of the Little Truckee River, the water quality protection benefits of this project support these larger restoration initiatives.

The Webber Lake and Lacey Meadows property are in-holdings within the Tahoe National Forest, and is adjacent to 1,120 acres of timberland soon to be protected with conservation easements held by the TDLT. The property is just upstream of Perazzo Meadows and Webber Falls, recently acquired conservation properties along the Little

Truckee Donner Land Trust

Webber Lake and Lacey Meadows Property Acquisition



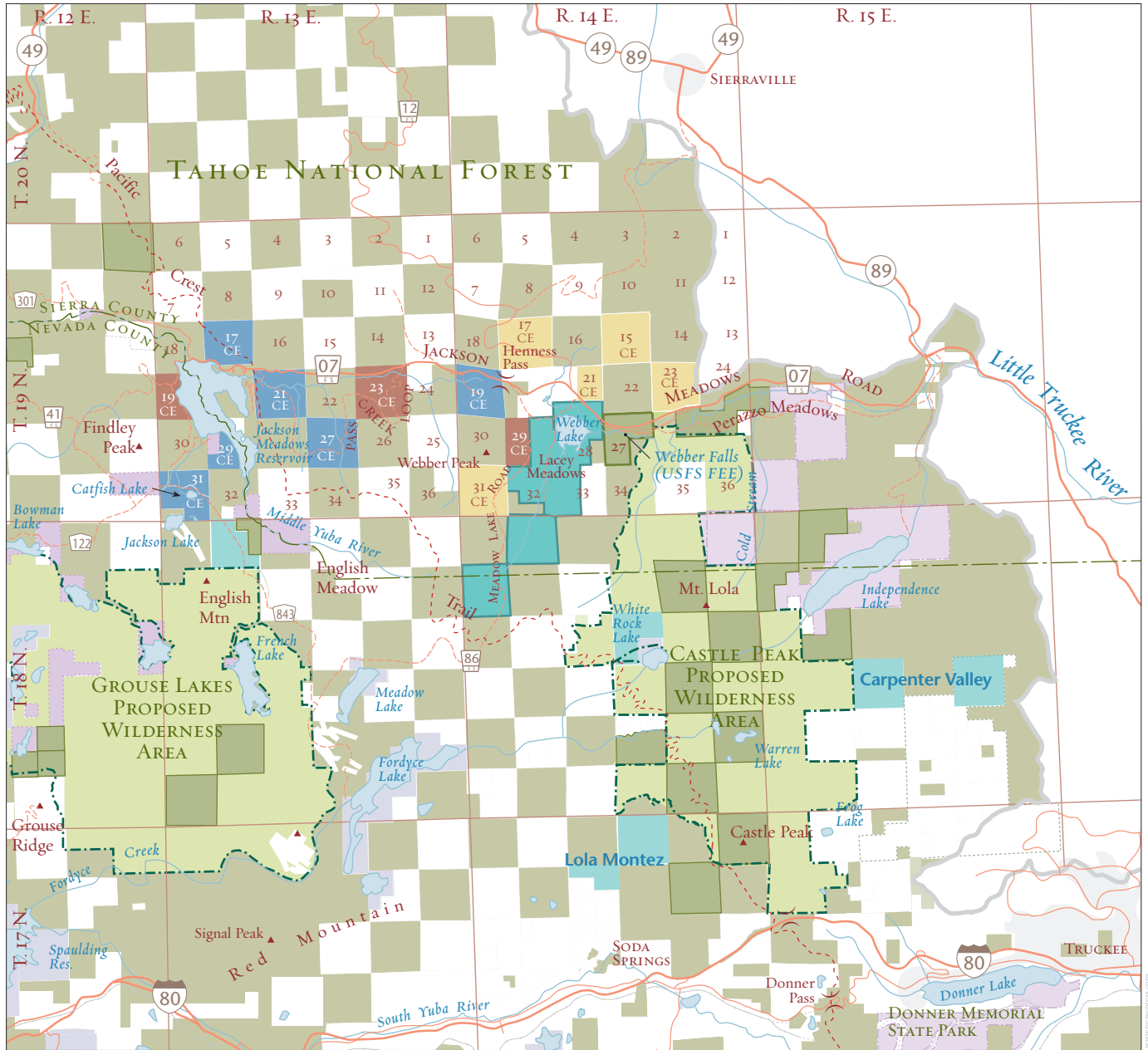
Sierra Nevada Conservancy Prop 84 Grants Program 2010  
Environmental Setting and Impacts

Truckee River. Additionally, Cold Stream Meadows and Independence Lake and its uplands are also in the vicinity of the property and drain directly into the Little Truckee River. All of these surrounding properties have been conserved through a combination of state, federal, and private philanthropic funding, and are owned and managed by the Tahoe National Forest, TDLT, or The Nature Conservancy.

Webber Lake and Lacey Meadows' location within this larger protected landscape ensures the long-term sustainability of its own natural resource values, as well as helping to preserve the ecological integrity of these surrounding important resource lands. The acquisition will ultimately allow for continued conservation-based management of the property, and the preservation of an unusually pristine, highly functioning ecosystem with significant wildlife and wet-meadow habitats.

# LACEY MEADOWS/WEBBER LAKE LAE

NEVADA & SIERRA COUNTIES, CA



Updated June 18, 2010

## LAND MANAGEMENT

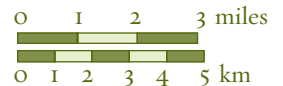
- National Forest (USFS)
- Proposed Wilderness Areas
- Other Protected Land
- Private Property

## PROJECTS

- Sierra Crest Project - Phase I (completed)
- Sierra Crest Project - Phase II
- Sierra Crest Project - Phase III

CE conservation easement

- Completed TPL/TDLT Acquisitions
- Featured Pending NSP Acquisition
- Other Pending NSP Acquisitions



Northern Sierra Partnership

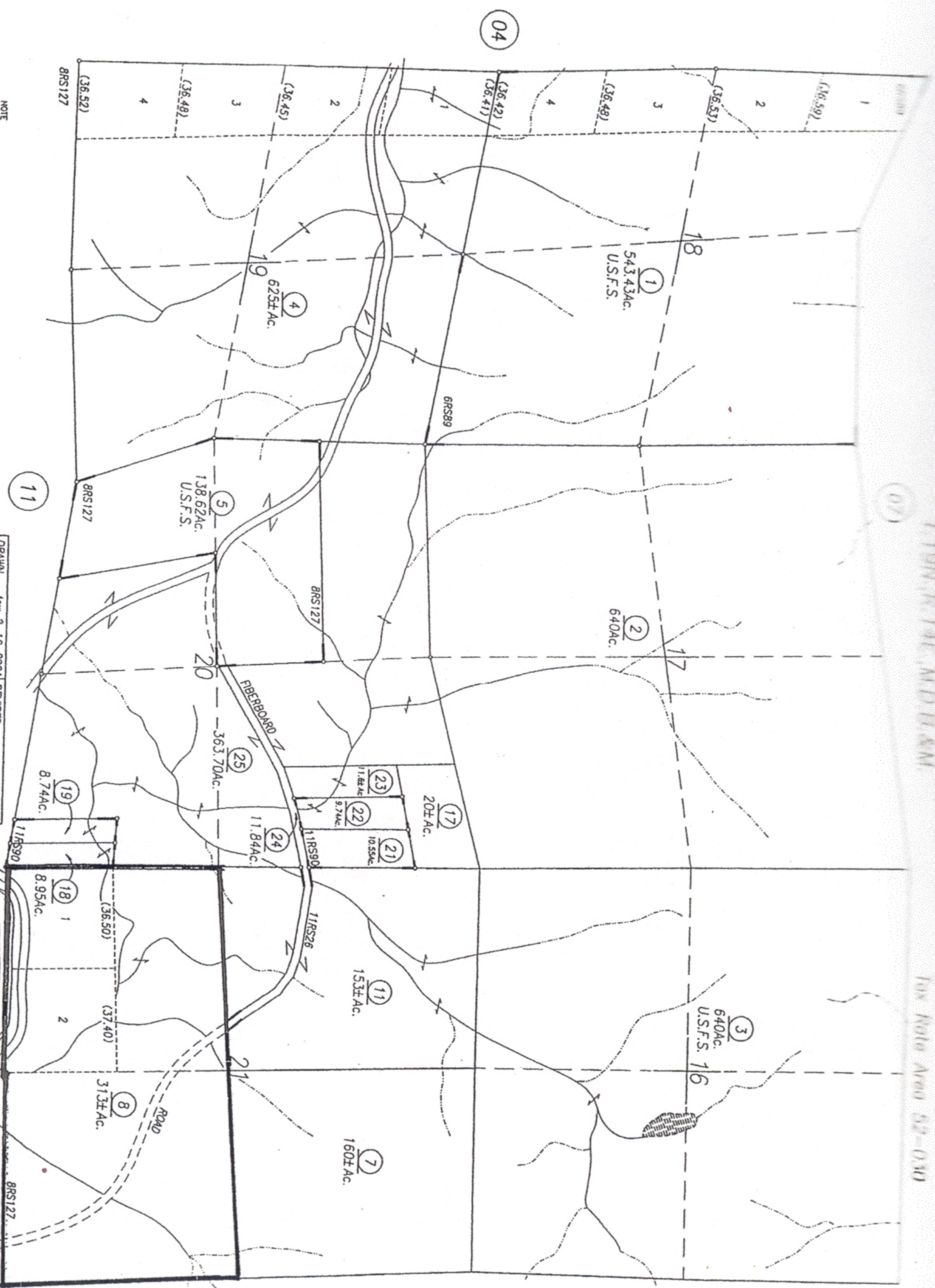




1:100,000 MEDIUM

For Note Area 52-030

14-09

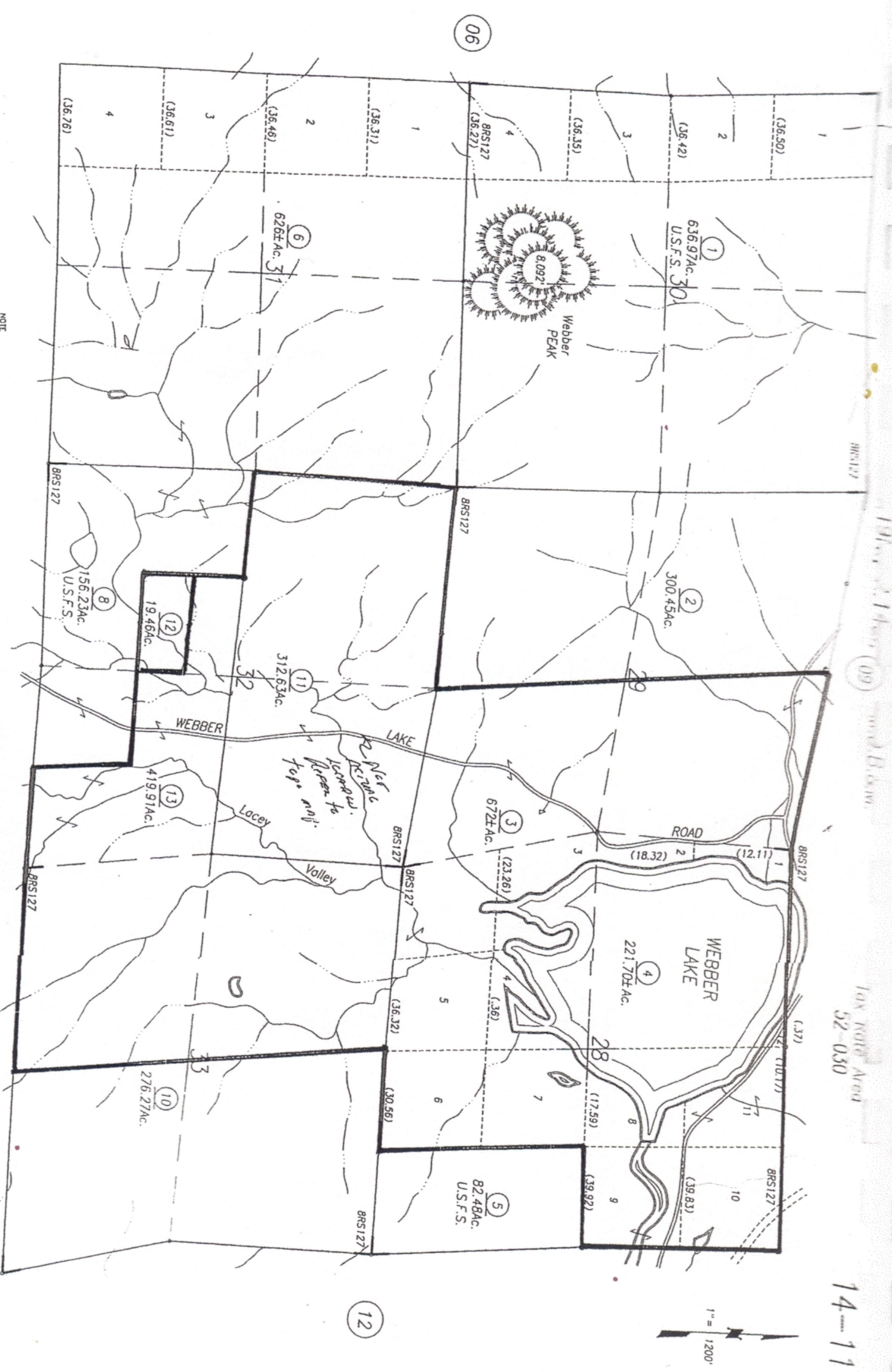


NOTE  
This map was prepared for assessment purposes only, and is not  
intended to illustrate legal building sites or supercede local ordinances.  
Official information concerning size or use of any parcel should be  
obtained from recorded documents and local governing agencies.

DRAWN	1ew 2-16-2001	REVISED
REVISED	km 08/05/2004	REVISED
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REVISED		REVISED

Assessor's Block Numbers Shown in Ellipses.  
Assessor's Parcel Numbers Shown in Circles.  
Mineral Right Parcels Are Shown Hatched.





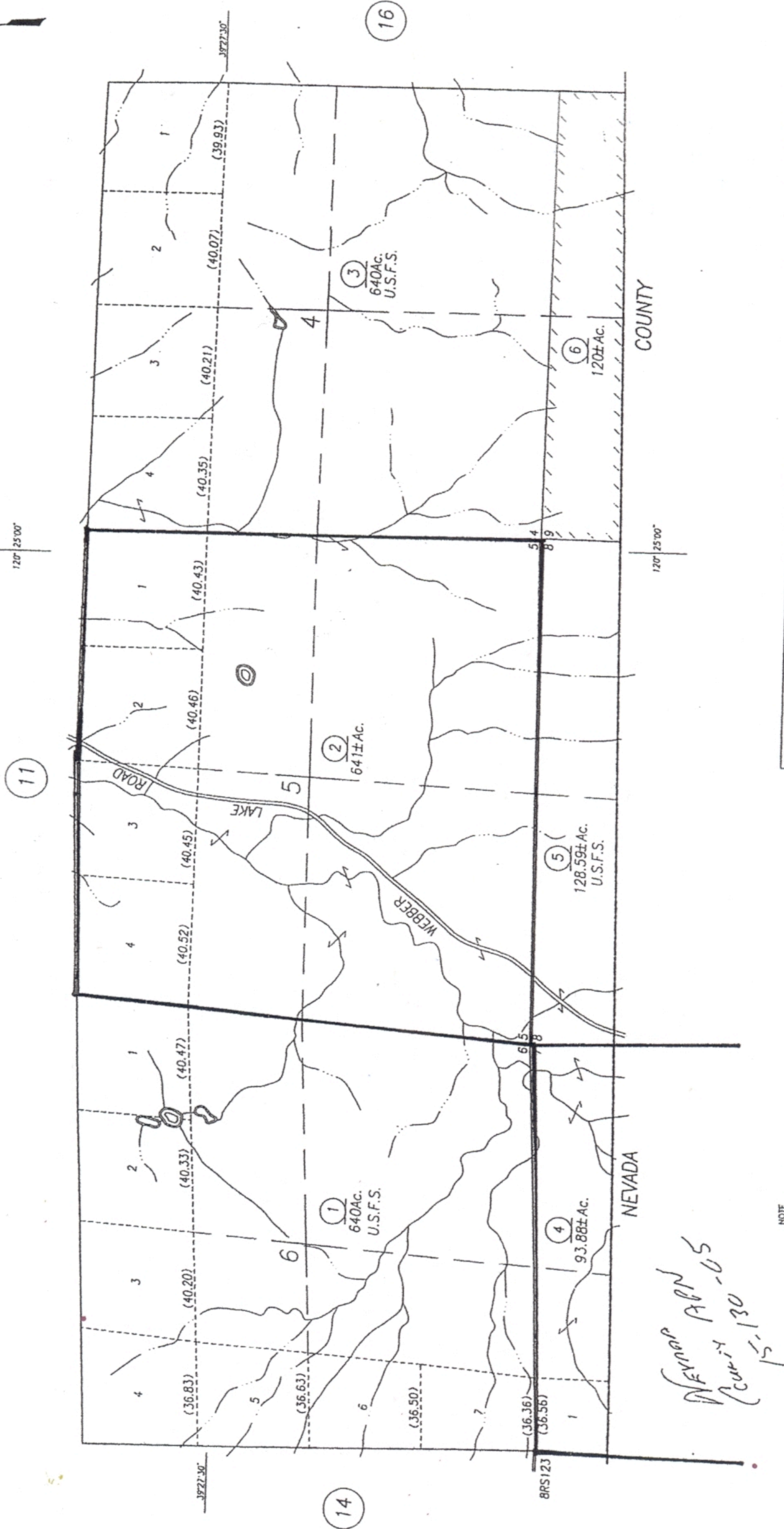
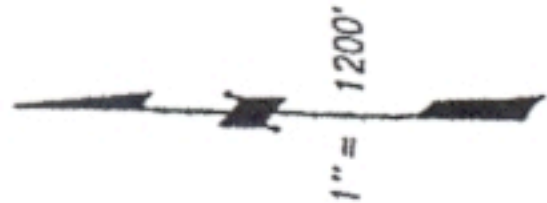
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obtained from recorded documents and local governing agencies.

DRAWN	(w 4-3-2003)	REVISED
REVISED		REVISED
REVISED		REVISED
REVISED		REVISED

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Assessor's Bk. 14, Pg. 11  
County of Sierra, CA  
Assessor's Parcel Numbers Shown in Ellipses.  
Mineral Right Parcels Are Shown Hatched.





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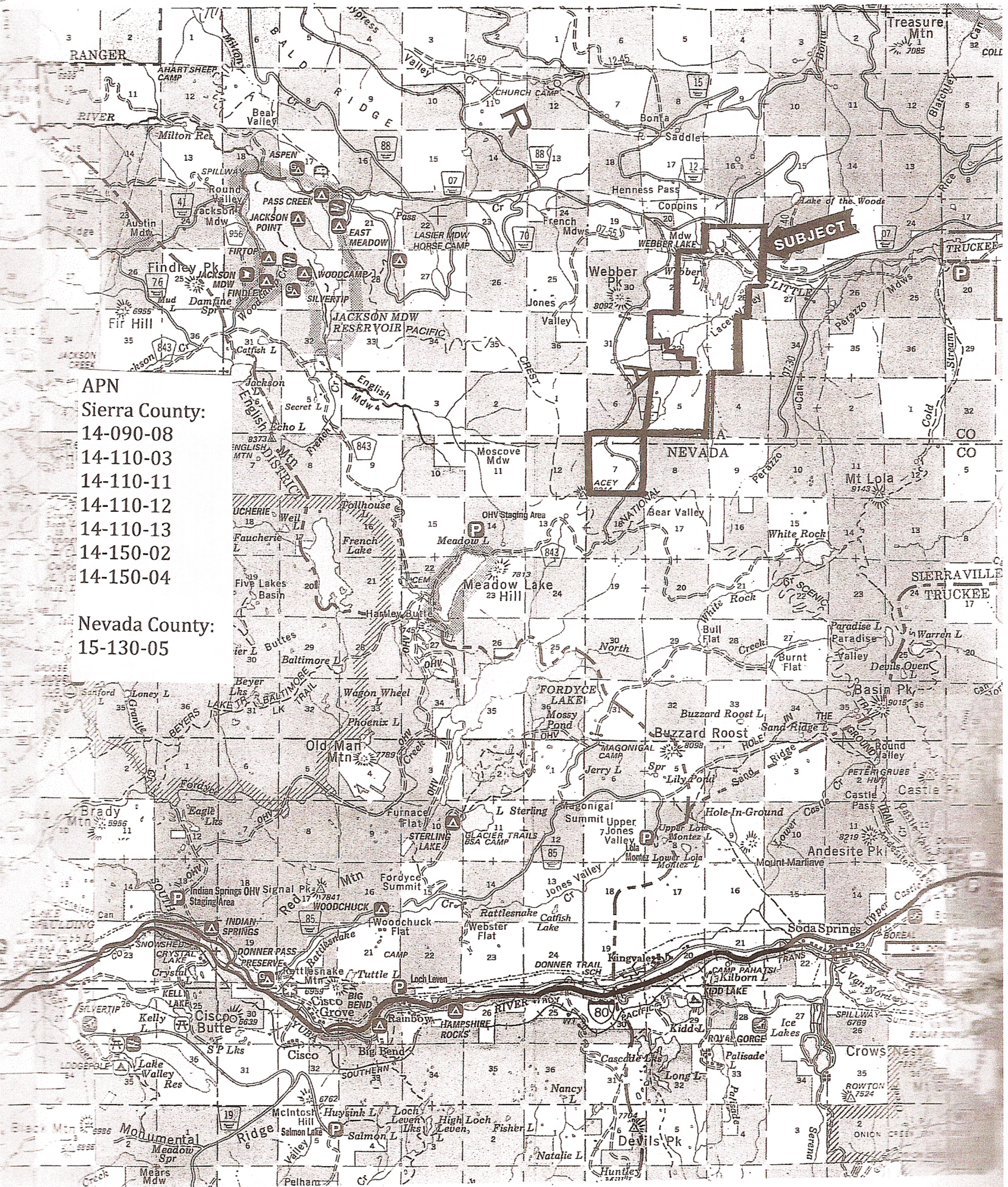
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Assessor's Bk.14, Pg.15  
County of Sierra, CA



# Parcel Map

14 | 15



APN

Sierra County:

14-090-08

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14-110-11

14-110-12

14-110-13

14-150-02

14-150-04

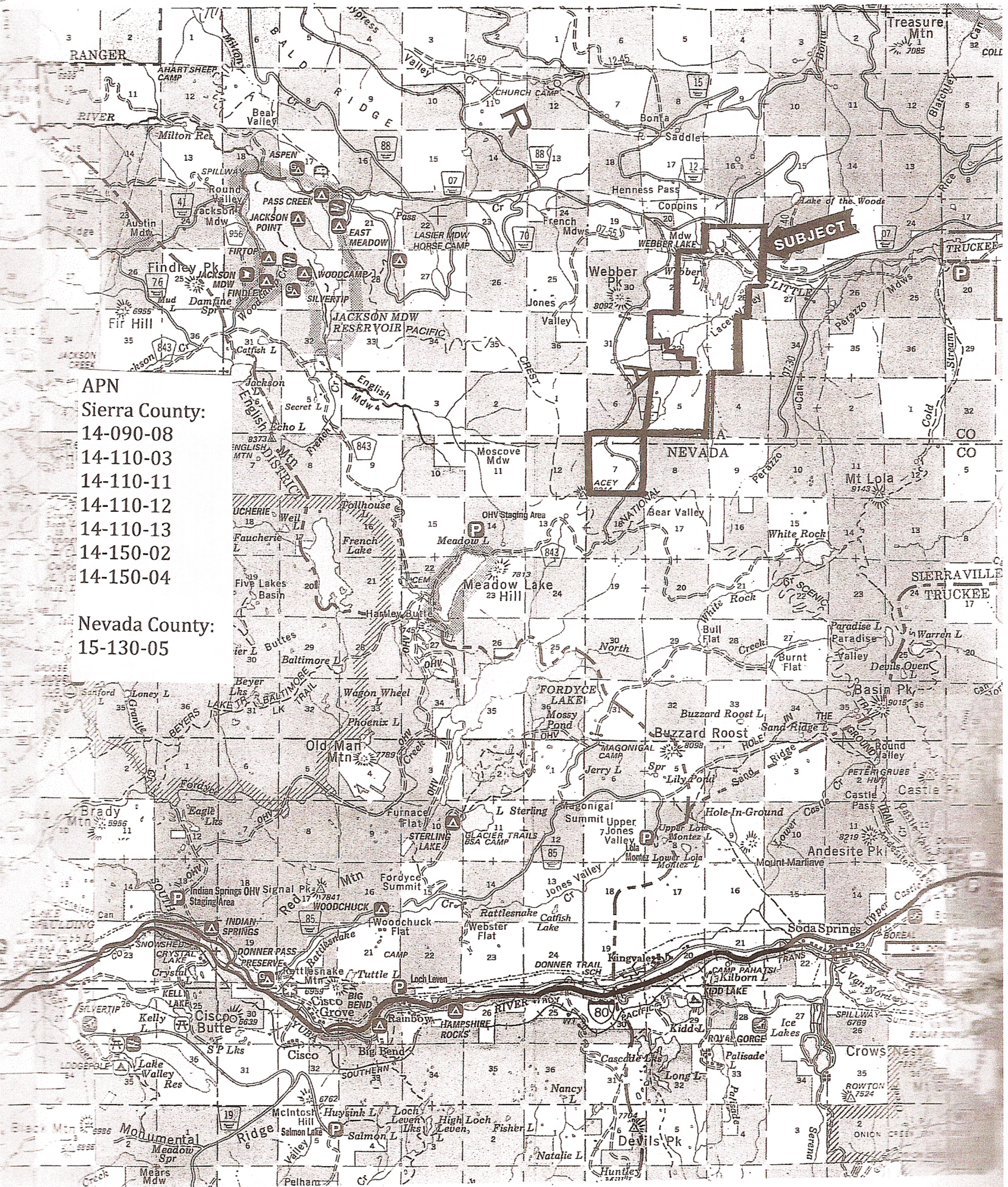
Nevada County:

15-130-05



# Parcel Map

14 | 15



APN

Sierra County:

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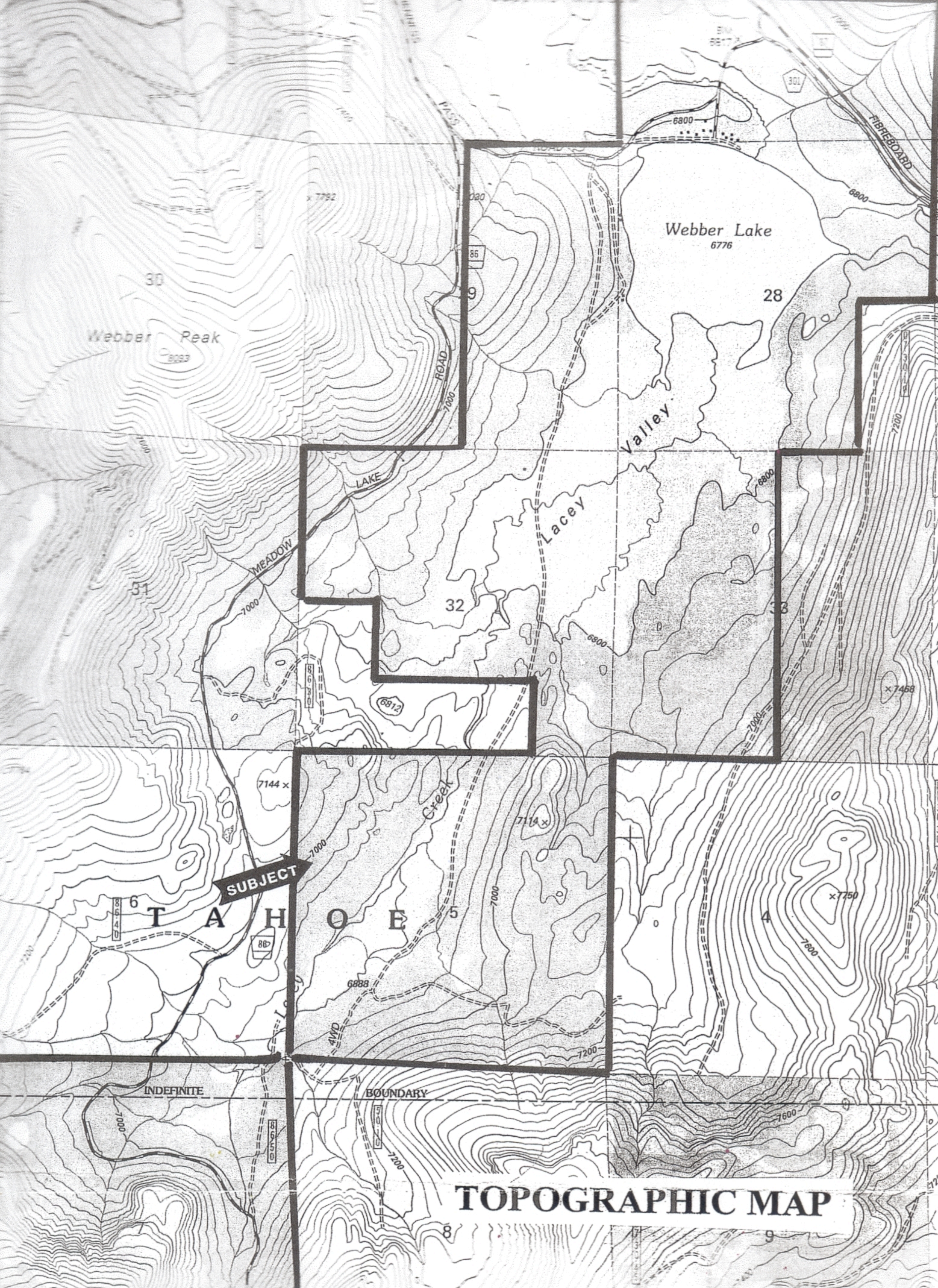
14-150-02

14-150-04

Nevada County:

15-130-05





SUBJECT

T A H O E

# TOPOGRAPHIC MAP

















October 23, 2009

Truckee Donner Land Trust  
PO Box 8816  
Truckee, CA 96161  
Attn: Perry Norris

Escrow No: 201401-KB  
Property Address: 58720 Meadow Lake Road  
Nevada City, CA 95959

In connection with the above mentioned transaction, we are enclosing herewith the following documents:

x ORIGINAL OPTION AGREEMENT

Thank you for the opportunity of allowing your team at California Land Title Company of Nevada County to be of assistance to you. Should you have any questions regarding the enclosures, please do not hesitate to contact this office.

Very truly yours,

California Land Title Company of Nevada County

Kathy Bender  
Escrow Officer

Enclosures



**OPTION AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY  
&  
JOINT ESCROW INSTRUCTIONS**

This Option Agreement for Purchase and Sale of Real Property (the "**Agreement**" or "**Option Agreement**") is entered into this 12th day of October, 2009, by and between CLIFTON and BARBARA JOHNSON, as Trustees of the JOHNSON FAMILY TRUST DATED JULY 8, 1994 ("**Seller**"), and TRUCKEE DONNER LAND TRUST, a California nonprofit public benefit corporation ("**TDLT**") and THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation ("**TPL**", and collectively with TDLT, the "**Buyer**", with respect to the following facts:

**RECITALS**

A. The addresses and telephone numbers of the parties are:

**SELLER:**

Clifton Johnson, Trustee  
Barbara Johnson, Trustee  
Johnson Family Trust dated July 8, 1994  
4400 Whispering Oaks Circle  
Granite Bay, CA 95746

**BUYER:**

**TDLT:**

The Truckee Donner Land Trust  
P.O. Box 8816  
Truckee, CA 96162  
Attn: Perry Norris  
Tel: (530) 582-4711  
Fax: (530) 582-5528  
Email: perry@tdlandtrust.org

Copies of any notice to TDLT should also  
be sent to:

**TPL:**

The Trust for Public Land  
Western Regional Office  
116 New Montgomery Street, Third Floor  
San Francisco, CA 94105  
Tel: (415) 495-5660, ext. 360  
Fax: (415) 442-0487  
Attn: Gilman Miller  
Email: Gilman.Miller@tpl.org

B. Seller is the owner of approximately 2,994.8 acres of real property known as Webber Lake, and more particularly described in **Exhibit A** attached hereto. That real property, together with all tenements, hereditaments, and appurtenances, including leases, improvements, fixtures, timber, water, crops, oil, gas and minerals located in, under, and on it, and all rights appurtenant to it, including but not limited to timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights, development rights, air rights, and all other



rights, privileges, licenses, and permits owned by Seller and in any way related to or accruing to the use and benefit of that real property will be referred to in this Agreement as the "**Property**".

C. Seller and Buyer desire to enter into this Agreement to establish the terms and conditions of the Option, including the Purchase Price (defined below), and form of grant deed, a specimen of which is attached hereto as **Exhibit B** (the "**Grant Deed**").

D. For purposes of this Agreement, the "**Effective Date**" shall mean and refer to the date of acknowledgment by the Title Company (defined below) of its receipt of a fully executed copy of this Agreement, as set forth in the Receipt by Title Company attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, Seller and Buyer hereby agree as follows:

## **I. GRANT OF OPTION**

In consideration of the Option Funds (as defined below) and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration given by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby grants to Buyer and Buyer's successors and assigns the exclusive right and option (the "**Option**") to purchase fee title interest in the Property in the form of Grant Deed.

## **II. TERMS & CONDITIONS**

1. **Option Term, Exercise of Option, Escrow Instructions.** The term of the Option (the "**Option Term**") shall commence on the Effective Date and shall continue until and through 5:00 P.M., California time, on the date which shall be one year immediately following the Effective Date (the "**Option Expiration Date**"). Notwithstanding the foregoing, Buyer may extend the Option Expiration Date for an additional one year by paying the additional Option Funds, as set forth in the Option Funds paragraph below. Buyer shall exercise the Option, if at all, by delivering written notice of exercise to Seller on or before the Option Expiration Date in accordance with the notice provision of this Agreement. The following terms and conditions shall include escrow instructions where appropriate.

### **2. Option Funds; Payments to Lenders; Tax Payments.**

(a) **Option Funds.** Upon execution of this Agreement and as consideration for the Option, Buyer shall pay to Seller, within ten (10) days of the Effective Date, the sum of Fifty Thousand Dollars (\$50,000.00) (the "**Option Funds**"). Buyer may at its election extend the Option Expiration Date an additional six months upon payment to Seller of the amount of One Hundred Thousand Dollars (\$100,000.00) in additional Option Funds, prior to the expiration of the original Option Expiration Date. Buyer may at its election further extend the Option Expiration Date an additional six months upon payment to Seller the additional amount of One Hundred Thousand Dollars (\$100,000.00) in additional Option Funds, prior to the expiration of the first extended Option Expiration Date. The Option Funds shall be fully credited towards the Purchase Price.

(b) **Option Not Exercised.** Except as otherwise specifically set forth in this Agreement (e.g., in the Seller's Default Section), in the event Buyer elects not to exercise the Option, the Seller shall be entitled to retain the Option Funds in full. In the absence of Seller's

breach of this Agreement, neither party shall have any further right or obligation with regard to the purchase and sale of the Property except as otherwise specifically set forth in this Agreement.

3. **Purchase Price.** The total Purchase Price for the Property shall be Eight Million Dollars (\$8,000,000.00) (the "Purchase Price").

### III. ESCROW INSTRUCTIONS

#### 1. **Escrow Instructions to Title Company.**

(a) **Escrow.** The transaction contemplated by this Agreement shall be consummated through an escrow (the "Escrow") established with the office of California Land Title Company (the "Title Company"), attention Kathy Bender, Escrow Officer (the "Escrow Officer"), 10800 Donner Pass Rd., Suite 105, Truckee, CA 96161, Phone: 530-587-4677, FAX: 530-587-4961, kbender@callandnc.com. The closing date ("Closing", "Closing Date", or "Close of Escrow") for the Escrow shall take place within 30 days of the Buyers delivery to Seller of its exercise notice. Closing and Close of Escrow shall be deemed to have occurred upon recordation of the Grant Deed.

(b) **Transfer of Funds by Buyer.** At least one day prior to the Closing Date, Buyer shall deliver or arrange for the delivery to Title Company of funds in the full amount of the Purchase Price of the Property.

(c) **Grant and Recordation of Grant Deed.** At least two days prior to the Closing Date, Seller shall execute and deliver to Title Company, for recordation on the Closing Date, a Grant Deed transferring all of Seller's interest in the Property to Buyer (in substantially the form attached hereto as **Exhibit B**).

(d) **Condition of Title.** It shall be a condition to the Close of Escrow and payment of the Purchase Price to Seller that title to the Property be subject only to (a) a non-delinquent lien to secure payment of real estate taxes and assessments; (b) any non-delinquent lien of supplemental taxes; (c) all other matters of public record exclusive of any liens evidencing monetary encumbrances (other than liens for non-delinquent real estate taxes, supplemental taxes, bonds, and assessments); (d) all matters apparent from the inspection of the Property and any other title matters affecting the Property created by or with the consent of Buyer; and (e) any and all other matters affecting the Property, whether disclosed by Seller or otherwise actually known to Buyer, and deemed acceptable by Buyer, in writing, in Buyer's sole and absolute discretion (collectively, "**Approved Conditions of Title**").

(e) **Delivery and Receipt of Grant Deed.** Upon receipt and recordation by Escrow Officer of a fully executed Grant Deed for recording in each County, Title Company shall pay to Seller the Purchase Price for the Property, in accordance with the Title Company's settlement statements and any supplemental escrow instructions.

(f) **Supplemental Escrow Instructions.** Buyer and Seller agree to execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Title Company or other instruments as may reasonably be required by Title Company in order to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any conflict or inconsistency between the escrow instructions and this Agreement, this Agreement shall

control. On the other hand, any escrow instructions subsequently execute by both Buyer and Seller shall supersede any contrary provisions of this Agreement and shall be followed by Escrow Officer.

(g) **Prorations.** All real and personal property taxes based on the most recent property tax bills available, rents, issues, expenses and profits from the Property shall be prorated as of the Close of Escrow. Any tax bills received by Buyer after the Close of Escrow relating to a period prior to the Close of Escrow shall be prorated between the parties as if said tax bills had been available as of the Close of Escrow. The provisions of this Section shall survive the Close of Escrow.

(h) **Closing Costs.** Title Company shall allocate all closing costs equally between Seller and Buyer, including the costs of the premium for a CLTA Standard Form Policy of Title Insurance ("**Title Policy**"), any documentary transfer taxes or other tax or levy on transfer of ownership of the Property, and the Title Company's fee, document preparation fees, recording fees, and any other costs required to close escrow. Each side shall bear all other costs incurred thereby in the preparation of the Grant Deed and the negotiation of this Agreement, including all appraisal and legal fees incurred thereby.

(i) **Other Documentation.** At least two business days prior to the Closing Date, Seller and Buyer shall each execute and deliver such other documents and instruments as may reasonably be required in order to consummate the transactions contemplated by this Agreement. The provisions of this paragraph shall survive Closing.

(j) **Electronic Distribution of Executed Documents.** (i) As soon as practicable after deposit with Title Company of all executed documents pertinent to this transaction between Seller and Buyer, Title Company shall email PDF files of all fully executed documents, including all fully executed exhibits thereto to Buyer, at the email addresses: [perry@tclandtrust.org](mailto:perry@tclandtrust.org), and [Gilman.Miller@tcl.org](mailto:Gilman.Miller@tcl.org) and to legal counsel for TDLT, Conservation & Preservation Counsel, at the email address: [olmsted@landprotect.com](mailto:olmsted@landprotect.com). Such documents shall include, without limitation, the executed Purchase and Sale Agreement and the attached Grant Deed and all exhibits to said documents. (ii) After recordation of all documents required to be recorded in this transaction, Title Company shall email PDF files of conformed copies of all such recorded documents to Buyer and legal counsel for TDLT at the email addresses above.

(k) **Title Company Assistance with Completion and Execution of Exhibits.** Title Company shall, upon request, assist Buyer and Seller with the completion of all exhibits to all documents referenced in and/or attached to this Agreement.

## **2. Conditions to Close of Escrow.**

(a) **Conditions to Buyer's Obligations.** The Close of Escrow and Buyer's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the conditions below (or Buyer's waiver thereof) which are for Buyer's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date.

(i) **Title Insurance.** At least two business days prior to the Closing Date, Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, which to Buyer's satisfaction shall insure Buyer's interest as a title holder, subject to

the Approved Conditions of Title, with liability in the amount of the Purchase Price.

(ii) **Seller's Obligations.** At least two business days prior to the Closing Date, Seller shall have performed all of the obligations required to be performed of them under this Agreement.

(iii) **Seller's Representations.** As of the Close of Escrow, all representations and warranties made by Seller to Buyer in this Agreement shall be true and correct and shall survive the Close of Escrow.

(iv) **Buyer's Inspection.** At least two business days prior to the Closing Date, Buyer shall have inspected the Property and shall have determined in Buyer's sole discretion and judgment that the Property conforms to the representations of Seller and is suitable in all respects for the purposes intended by Buyer. Accordingly, Seller shall provide Buyer and its agents full access to enter upon the Property to conduct such inspections, tests, surveys and investigations as they deem appropriate, including, without limitation, making an environmental assessment of the soils, waters and any improvements on the Property. Buyer hereby indemnifies Seller for any damage caused by Buyer or Buyer's agents in connection with the actions of Buyer or Buyer's agent on the Property.

(v) **Public Outreach and Fundraising.** Upon at least twenty-four hours notice to Seller or Seller's agent, Buyer may enter the Property for the purpose of conducting tours for fundraising purposes.

(b) **Conditions to Seller's Obligations.** The Close of Escrow and Seller's obligations to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions (or Seller's waiver thereof) which are for Seller's sole benefit, on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in absence of a specified date:

(i) **Buyer's Obligations.** At least two business days prior to the Closing Date, Buyer shall have timely performed all of the obligations required by the terms of this Agreement to be performed by Buyer.

(ii) **Buyer's Representations.** As of the Close of Escrow, all representations and warranties made by Buyer to Seller in this Agreement shall be true and correct as of the Close of Escrow.

#### IV. REPRESENTATIONS & WARRANTIES

1. **Seller's Representations and Warranties.** Seller represents, warrants and covenants to Buyer that the following are true as of the date of this Agreement, shall be true as of the Closing Date and shall survive the Close of Escrow:

(a) **Seller's Authority.** Seller represents, warrants and covenants that Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

(b) **Conflicting Documents.** Seller represents, warrants and covenants that neither the execution and delivery of this Agreement and the documents and instruments

referenced herein, nor the consummation of the transaction contemplated herein, conflict with or constitute a default under any contract, lease or other agreement or instrument to which Seller is a party or which affects the Property or Buyer's intended interest in the Property.

(c) **Hazardous Materials.** Seller represents, warrants and covenants that there are not now nor have there been any: (i) hazardous wastes, materials or substances (as said terms are defined in any applicable laws) (collectively, "**Hazardous Materials**") located on or within any portion of the Property; (ii) enforcement, clean-up, removal or other governmental or regulatory actions instituted, contemplated or threatened pursuant to any applicable laws relating to any Hazardous Materials and affecting the Property, or any portion thereof; (iii) claims made or threatened by any person or entity against Seller or the Property, or any portion thereof, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; (iv) Hazardous Materials occurrence or condition on any real property adjoining or in the vicinity of the Property; or (v) underground storage tanks located on the Property and now or formerly used for the storage or containment of any Hazardous Materials, including any petroleum products or by-products.

(d) **Environmental Law.** Seller represents, warrants and covenants that the Property is free of any conditions that individually or in the aggregate: (i) pose a significant risk to human health or the environment; (ii) violate any Environmental Law (the term "**Environmental Law**" includes, without limitation, any laws relating to pollution, protection of human health, the environment or Hazardous Materials); or (iii) could reasonably be expected to cause any person to incur environmental investigation, removal, remediation or other cleanup costs.

(e) **Mortgages, Deeds of Trust, Liens, Encumbrances, Bankruptcy Proceedings, Foreclosure Notices or Proceedings.** Seller represents, warrants and covenants that there are no mortgages, deeds of trust, liens, encumbrances, bankruptcy proceedings, foreclosure notices or foreclosure proceedings that could in any way take priority over, precedence over, diminish, place in jeopardy, supersede or cause to be limited or extinguished Buyer's full rights in the Grant Deed to be conveyed.

2. **Buyer's Representations and Warranties.** Buyer represents, warrants and covenants to Seller that the following are true as of the date of this Agreement and shall be true as of the Closing Date:

(a) **Buyer's Authority.** Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and, upon receipt of Board of Directors approval prior to exercising the Option, to consummate the transaction contemplated hereby.

(b) **Conflicting Documents.** Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the consummation of the transaction contemplated herein, conflict with or constitute a default under any contract, lease or other agreement or instrument to which Buyer is a party.

## V. **ADDITIONAL TERMS**

### 1. **Default; Remedies.**

(a) **Event of Default.** Either party shall be in default if it fails to perform a material

obligation within the time required under this Agreement and fails to cure such default within fifteen (15) days of its receipt of a written notice from the other party specifying the default and demanding the cure thereof.

(b) **Default by Seller.** In the event of a default by Seller, Buyer may (1) if such default occurs prior to the Closing Date, terminate this Agreement, in which event neither party shall have any further obligation or liability under this Agreement except as otherwise specifically set forth in this Agreement and the Option Funds and any other amounts paid to Seller by Buyer shall be refunded to Buyer, or (2) elect to enforce any and all rights and remedies available to Buyer at law or in equity, including, without limitation, the right to specifically enforce this Agreement.

(c) **Default by Buyer.** In the event of a default by Buyer, Seller's sole remedy shall be (i) the release of all of Buyer's claims to the Option Funds held by Seller and (b) the right to terminate this Agreement, in which event neither party shall have any further obligation or liability under this Agreement except as otherwise specifically set forth in this Agreement.

**SELLER AND BUYER HAVE AGREED THAT THE ACTUAL DAMAGES TO SELLER, IN THE EVENT OF SUCH A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT RELEASE OF ALL OF BUYER'S CLAIMS TO THE OPTION FUNDS HELD BY SELLER HAS BEEN AGREED UPON BY THEM, AFTER NEGOTIATION, AS THEIR REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, AND AS THE EXCLUSIVE REMEDY OF SELLER AGAINST BUYER, WHETHER AT LAW OR IN EQUITY, IN THE EVENT THAT ALL OF THE CONDITIONS SET FORTH ABOVE ARE MET AND BUYER NONETHELESS FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT.**

Seller:

B. G.  
(Initials)  
J. P.  
(Initials)

Buyer:

[Signature]  
(Initials)  
R. N.  
(Initials)

2. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. If any person asserts a claim for a broker's commission or finder's fee against one of the parties, the party on account of whose actions the claim is asserted shall indemnify and hold the other party harmless from and against the claim. The indemnification obligation shall survive the Close of Escrow or earlier termination of this Agreement.

3. **Notices.** Any notice, tender or delivery to be given by either party to the other hereunder may be delivered, with reference to this Agreement, in person, by overnight delivery service, or by mail, postage prepaid, addressed to the Seller at the address set forth for the parties in the preamble to this Agreement. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Such notices shall be deemed delivered upon receipt.

4. **Successors and Assigns.** Any and all obligations and any and all benefits contained in this Agreement shall apply to and legally bind the Seller's trustees, beneficiaries, heirs, personal representatives, successors and assigns and shall apply to and legally bind the Buyer's heirs, personal representatives, successors and assigns. Included among the legally binding obligations and benefits of this Agreement are all price terms and time periods.

5. **Preservation of the Property.** Seller acknowledges its understanding that Buyer intends to hold title to the Property for the purpose of monitoring, protecting and preserving in perpetuity the Property and the Property's conservation values, including, but not limited to, the Property's natural, open space, scenic, forested, species habitat and historic values. Seller further acknowledges its understanding that Buyer intends to protect the Property's conservation values in perpetuity and that damage to natural features of the Property will render the Property of substantially lesser value to Buyer. Seller covenants and agrees that Seller shall refrain from and shall not actively permit any use of the Property in any manner inconsistent with these conservation values and that would adversely affect the preservation of the Property, including (but not limited to) the introduction onto the Property of any Hazardous Materials. If any of the following occurs while this Agreement is in effect: (a) Seller fails to maintain the Property, the conservation values of the Property; or (b) loss or damage occurs to the Property at any time prior to the Closing, including (but not limited to) the introduction onto the Property of any Hazardous Materials, then, in any of such cases Buyer may, without liability, and in the exercise of its sole and absolute discretion, elect to refuse to accept the conveyance of the Property, in which event all payments made into the Escrow by Buyer, or paid directly to Seller by Buyer, including, without limitation, all Option Funds, shall be refunded and reimbursed to Buyer immediately by Title Company or by the Seller, respectively. The parties acknowledge that Seller is currently leasing portions of the Property for a commercial private campground and fishing, as well as grazing for sheep. Notwithstanding anything to the contrary in this paragraph, Seller may continue to manage the Property in a manner consistent with past practices until such time as title in the Property is transferred to Buyer.

6. **Memorandum of Option.** Seller shall duly execute and deliver to Buyer, simultaneously with Seller's execution of this Agreement, for recording in the Official Records of Sierra County and Nevada County, a memorandum of this Agreement (the "**Memorandum of Option**"), in the form attached hereto as **Exhibit C**.

7. **Miscellaneous.**

(a) **Agreement.** The terms of this Agreement are intended by the parties hereto as a final expression of their agreement with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement constitute the complete and exclusive statement of its terms, and that no extrinsic evidence of any kind which contradicts the terms of this Agreement may be introduced in any proceedings (judicial or otherwise) involving this Agreement, except for evidence of a subsequent written amendment to this Agreement. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes, despite the fact that not all of the parties are signatories to the same counterpart.

(b) **Interpretation.** In this Agreement, personal pronouns shall be construed as though of the gender and number required by the context, the singular including the plural,

the plural including the singular, and each gender including other genders, all as may be required by the context. Wherever in this Agreement the term "and/or" is used, it shall mean: "one or the other, both, any one or more, or all" of the things, events, persons or parties in connection with which the term is used. Any and all recitals at the beginning of this Agreement are accurate and shall constitute an integral part of this Agreement, and this Agreement shall be construed in light of those recitals. Any and all exhibits, schedules, and addenda attached to and referred to in this Agreement are hereby incorporated into this Agreement as fully as if set out in their entirety herein. The headings of the various paragraphs of this Agreement are intended solely for reference purposes, and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement. The parties acknowledge that each party and its counsel have reviewed, revised (where it was deemed appropriate), and approved this Agreement, and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement. This Agreement shall be governed by, construed in accordance with, and interpreted under, the internal law of the State of California.

(c) **Invalidity.** If any provision of this Agreement or the application thereof to any person(s) or circumstance(s) shall to any extent be held to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, and provided that the essential agreement of the parties to this Agreement is not materially altered as a result of such holding: (1) neither the remainder of this Agreement nor the application of such provision to any person(s) or circumstance(s), other than those as to whom or which it is held to be invalid or unenforceable, shall be affected thereby; (2) this Agreement shall be construed as though such invalid, illegal or unenforceable provision had never been contained in this Agreement; and (3) every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision is so stricken from this Agreement, the parties agree to negotiate in good faith any modifications that may be required to effectuate the intent of this Agreement.

(d) **Survival of Representations and Obligations.** The representations, warranties, covenants, agreements, and obligations of Seller which are set out in this Agreement (including, but not limited to, any indemnification obligations) shall not merge with the transfer of title to Buyer, but shall remain in full force and effect after the Closing, or any earlier termination of the Escrow and/or this Agreement, in each case until and unless there is a waiver or release of such representation, warranty, covenant, agreement, or obligation by the beneficiary thereof.

(e) **Further Instruments.** Each party to this Agreement shall execute and deliver, or cause to be executed and delivered, whether before or after the Closing, all instruments reasonably required to convey the fee title to Buyer.

(f) **Due Dates.** If the due date for performance of any action or obligation or for providing any notice under this Agreement falls on a Saturday, Sunday or federal or California legal holiday, the due date shall instead be the immediately following date that is not a Saturday, Sunday or federal or California legal holiday.

(g) **Performance and Waiver.** Time is of the essence in the performance of each of the obligations of the parties under this Agreement, but no failure of a party to this Agreement to insist upon the timely performance of any obligation by another party shall constitute a waiver of the right to require performance of such obligation, or act as a waiver of the right to require the performance of any other obligation of such party (or any other party).



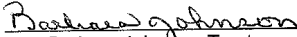
(h) **Attorneys' Fees.** In the event of any litigation between the parties to this Agreement in connection with the interpretation of this Agreement, or the enforcement of any right or obligation under this Agreement, the party prevailing in such litigation shall be entitled to payment by the other party of the court costs and attorneys' fees and expenses incurred by the prevailing party in connection with such litigation (whether incurred at the trial, appellate or administrative level or on remand or in securing enforcement of any judgment rendered ), in such amount as the court or administration body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

(i) **Confidentiality.** The parties agree that the terms of this Agreement, including the Purchase Price, will remain confidential, and that, unless compelled by law, copies of this Agreement and the information contained herein shall not be provided to anyone other than the parties, and/or their respective attorneys, tax advisors, employees or representatives without the consent of the other party; provided, however, Buyer may disclose terms, Property due diligence, and this Agreement to third parties in order to obtain funding for the Property's acquisition by Buyer. The provisions of this paragraph shall survive the Close of Escrow or the earlier termination or expiration of this Agreement but shall not apply to information that is in the public domain.

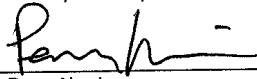
IN WITNESS WHEREOF, Seller and Buyer have executed this Option Agreement as of the date first stated above. This Option Agreement may be executed in counterparts and the executed counterparts shall constitute one agreement which shall be binding on the parties.

**SELLER:**  
**JOHNSON FAMILY TRUST DATED JULY**  
**8, 1994**

  
\_\_\_\_\_  
Clifton Johnson, Trustee

  
\_\_\_\_\_  
Barbara Johnson, Trustee

**BUYER:**  
**TRUCKEE DONNER LAND TRUST, a**  
**California nonprofit corporation**

By:   
\_\_\_\_\_  
Perry Norris  
Executive Director

**TRUST FOR PUBLIC LAND, a California**  
**nonprofit corporation**

By:   
\_\_\_\_\_  
Gilman Miller, Counsel

#### RECEIPT BY TITLE COMPANY

The undersigned Title Company hereby acknowledges that on 10/23, 2009, which, pursuant to Recital D above, is the "Effective Date" of the Agreement, the undersigned received a fully executed duplicate original of the Option Agreement for Purchase and Sale of Real Property by and between CLIFTON AND BARBARA JOHNSON, as Trustees of the JOHNSON FAMILY TRUST DATED JULY 8, 1994, as Seller, and THE TRUCKEE DONNER LAND TRUST and THE TRUST FOR PUBLIC LAND, collectively as Buyer, affecting the real property owned by Seller within Sierra and Nevada Counties, California, as more particularly described in **Exhibit A** attached to this Agreement. Subject to Title Company's receipt of acceptable escrow instructions, which are set forth in the Agreement and may be supplemented by Seller and Buyer, Title Company agrees to act as the escrow holder under this Agreement and to abide by the terms and conditions of the Agreement, including the confidentiality clause. Title Company has assigned **Escrow No. 201401 KB** to the Property for this purpose.

#### California Land Title Company

By: KBent  
Kathy Bender, Escrow Officer

DATE: 10/23, 2009

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

All that real property located in (i) Nevada County with Assessor's Parcel Number: 15-130-05; and (ii) Sierra County with Assessor's Parcel Numbers: 14-090-08, 14-110-03, 14-110-11, 14-110-12, 14-110-13, 14-150-02, and 14-150-04.

(i) The land referred to below is situated in the State of California, County of Nevada, unincorporated area and is described as follows:

All of Section 7 of Township 18 North Range 14 East, M.D.B. & M.

APN: 15-130-05

(ii) The land referred to below is situated in the State of California, County of Sierra, unincorporated area and described as follows:

Township 19 North, Range 14 East, M.D.M.:

Section 21: SE  $\frac{1}{4}$ ; N  $1\frac{1}{2}$  of SW  $\frac{1}{4}$ ; Lots 1 and 2 of SW  $\frac{1}{4}$ .

Section 28: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; SW  $\frac{1}{4}$  of SW  $\frac{1}{4}$ .

Section 29: E  $\frac{1}{2}$ .

Section 32: N  $\frac{1}{2}$ , N  $\frac{1}{2}$  of SE  $\frac{1}{4}$ ; SE  $\frac{1}{4}$  of SE  $\frac{1}{4}$ ; NE  $\frac{1}{4}$  of SW  $\frac{1}{4}$ .

Section 33: W  $\frac{1}{2}$ .

Township 18 North, Range 14 East, M.D.M.:

Section 5: All

Section 7: All, EXCEPTING THEREFROM all that portion of Section 7 lying in Nevada County, California.

APN: 014-090-008  
014-110-003  
014-110-011  
014-110-012  
014-110-013  
014-150-002  
014-150-004

## NOTICE OF EXEMPTION

**TO:** Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044

**FROM:** Sierra Nevada Conservancy  
11521 Blocker Drive, Suite 205  
Auburn, CA 95603

=====

**PROJECT TITLE:** Webber Lake and Lacey Meadows Acquisition

**PROJECT LOCATION:** The project is located in the Little Truckee River Watershed in the Jackson Meadows region of Sierra and Nevada Counties. The property is 8 miles west of the FS07 intersection with State Route 89, and 15 miles northwest of Truckee, California. Specifically, 1,900 acres of the property are located in Lacey Meadow and Upper Lacey Meadow, upstream from Webber Lake. Lacey Meadow provides critical habitat for biodiversity in the Sierra. The property under contract also owns and controls all of the shoreline of Webber Lake, the headwaters to the Little Truckee River. Assessor's Parcel Numbers: 14-090-08; 14-110-03, -11, -12, -13; 14-150-02, -04; and 15-130-05.

**COUNTY:** Sierra County and Nevada County

**DESCRIPTION OF THE NATURE AND PURPOSE OF PROJECT:** The Truckee Donner Land Trust is under contract to acquire in fee 2,994.8 acres in the Little Truckee River Watershed known as Webber Lake and Lacey Meadows. The purpose of the acquisition is to preserve the watershed and the existing wildlife and natural conditions of the land. The Land Trust will acquire this 2,994.8-acre property as a keystone piece of a larger conservation vision. The property is a part of the larger conservation effort with The Nature Conservancy and The Trust for Public Land that would protect over 17,000 acres in the watershed including Webber Falls, Perazzo Meadow, Independence Lake, Cold Stream Meadow, and Henness Pass Working Forest Conservation Easement.

**PUBLIC AGENCY APPROVING THE PROJECT:** Sierra Nevada Conservancy

**NAME OF PERSON OR AGENCY CARRYING OUT THE PROJECT:**

Truckee Donner Land Trust (Attn: Perry Norris, Executive Director; (530) 582-4711; perry@tdlandtrust.org)

**EXEMPT STATUS:**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b) and (c))
- ☐ Statutory Exemption (Section:\_\_\_\_\_)

X      Categorical Exemption      Class: 25      Section: (a) Transfers, acquisitions or ownership of interest in land to preserve existing natural conditions

**REASONS WHY PROJECT IS EXEMPT:** The project is exempt pursuant to Section 15325 of the California Environmental Quality Act (Transfers of Ownership of Interest in Land to Preserve Existing Natural Conditions). The land acquisition will allow the Truckee Donner Land Trust to preserve existing natural conditions of the site which meets the intent of Categorical Exemption 15325 (a) which exempts transfers of ownerships from environmental review when the acquisition, sale, or other transfer of areas are intended to preserve natural conditions, including plant and animal habitats.

**CONTACT:** Brandon Sanders

**TELEPHONE:** (530) 823-4709

**EMAIL:** bsanders@sierranevada.ca.gov

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Sierra Nevada Conservancy

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Date

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Date filed with OPR

THE  
TRUST  
for  
PUBLIC  
LAND



California Office  
101 Montgomery St.  
Suite 1100  
San Francisco, CA  
94104  
T: (415) 495-5660  
F: (415) 495-0541  
[www.tpl.org](http://www.tpl.org)

Jim Branham  
Executive Officer  
Sierra Nevada Conservancy  
Auburn Office  
11521 Blocker Drive, Ste. 205  
Auburn, CA 95603

September 3, 2010

Dear Mr. Branham:

The Trust for Public Land (TPL) strongly supports the Truckee Donner Land Trust's (TDLT) acquisition and protection of the Webber Lake and Lacey Meadows property in Sierra and Nevada Counties.

TPL and TDLT have been working cooperatively to identify the land and water resources most in need of protection in the Sierra Nevada region. Over the last eight years we have served as partners in a landmark conservation initiative in the Sierra Checkerboard region. The area under contract is an important focus of the Sierra Checkerboard Initiative because of its water resources and biological diversity.

The purpose of this acquisition is to protect significant wildlife habitat, a highly functioning sub-alpine wet-meadow system, and the headwaters of the Little Truckee River watershed. This acquisition meets a range of shared conservation goals among landowners, community groups, and national, state, and local agencies. Protection of this site directly supports TPL's conservation efforts on neighboring lands and watersheds.

TPL has the appropriate project, legal, and financial staff to provide a broad range of expertise to support TDLT in the acquisition of the property. Since 1972 we have worked with willing landowners, community groups, and national, state, and local agencies to complete more than 3,000 land conservation projects in 46 states, including over 135,000 acres in the Sierra Nevada Region.

During our 38 years of experience in land conservation transaction, The Trust for Public Land has always had a productive and successful partnership with the Truckee Donner Land Trust. We fully support TDLT's objectives, outcomes, and long-term management plans for this high-priority property.

Sincerely,



Carl Somers  
Associate Director, Sierra Nevada  
Trust for Public Land



530.550.8760  
530.550.8761 fax  
P.O. Box 8568  
Truckee, CA 96162  
truckeeriverwc.org



## Truckee River Watershed Council

Collaborative solutions to protect, enhance and restore the Truckee River Watershed

Alpine Meadows  
Ski Resort

California Department  
of Fish and Game

California Department  
of Water Resources

California Fly Fisher  
Magazine

Coldstream Permanent  
Road Division

Denville Property  
Association

DM&H-Highlands Group, LLC

East West Partners

Friends of Squaw Creek

KidZone Museum

Lahontan Regional  
Water Quality  
Control Board

Mountain Area  
Preservation Foundation

Nevada County

North Lake Tahoe  
Resort Association

Placer County

Placer County Resource  
Conservation District

Placer County Water  
Agency

River Ranch

Sagehen Creek Field  
Station - UC Berkeley

Sierra Business Council

Sierra County

Sierra Watch

Squaw Valley  
Ski Corporation

Tahoe Truckee Unified  
School District

Tahoe Truckee  
Sanitation Agency

Town of Truckee

Truckee Donner  
Land Trust

Truckee Donner Public  
Utility District

Truckee Meadows  
Water Authority

USDA Forest Service  
Tahoe National Forest

Jim Branham  
Executive Officer  
Sierra Nevada Conservancy  
Auburn Office  
11521 Blocker Drive, Ste. 205  
Auburn, CA 95603

August 30, 2010

Re: Support for the Webber Lake/Lacey Meadow Conservation Project

On behalf of the Truckee River Watershed Council, I am pleased to convey our support of the Truckee Donner Land Trust's (TDLT) and The Trust for Public Land's (TPL) acquisition of Webber Lake in Sierra and Nevada Counties.

The Watershed Council works for the restoration and protection of the entire Truckee River watershed. We have ranked the Little Truckee watershed has a high priority basin for our work.

Webber Lake, located in the Little Truckee watershed, has also been identified as a top conservation priority by TPL, TDLT, the Nature Conservancy (TNC) and the U.S. Forest Service, due to its exceptional biological, recreational, and historic resources.

Acquisition of the Webber Lake property builds on past conservation in the Little Truckee watershed creating a network of over 10,000 acres permanently protected. These lands provide critical Wildlife habitat, migration corridors, watershed protection, and increased public recreation.

The property's 3,000 acres include sub-alpine meadows, a naturally occurring lake at the headwaters of the Little Truckee River, forested uplands, and some seven miles of riparian habitat. This diversity of natural communities provides habitat for a number of special status species including: the Willow Flycatcher, Bald Eagle, Osprey, American Martin, and the Pacific Fischer.

The Watershed Council and TDLT have a long history of partnership and cooperative ventures and we look forward to working with the Land Trust at Webber Lake.

It is rare to find a private property with this level of biological, historical and recreational resources. We urge you to fund this request to protect this special place before the opportunity is lost.

Thank you for your consideration.

Sincerely,

Lisa Wallace  
Executive Director





**David Lass**

*Northern California Field Director, Sportsman Conservation Project*

September 3, 2010

Perry Norris  
Truckee Donner Land Trust  
PO Box 8816  
Truckee, CA 96162

**Re: Letter of support for Webber Lake/Lacey Meadow Conservation Project**

To whom it may concern:

I am the Northern California Field Director for Trout Unlimited, a national sportsmen's organization dedicated to conserving, protecting and restoring trout and salmon populations and their watersheds in North America. Trout Unlimited currently operates a satellite office in Truckee, CA and we have the pleasure to work with the Truckee Donner Land Trust on numerous campaigns with goals to enhance and protect coldwater fisheries in the Sierra.

Today, I am writing to express Trout Unlimited's support and endorsement of the Truckee Donner Land Trust, and The Trust for Public Land's acquisition of Lacey Meadows and Webber Lake, nearly 3,000 acres comprising the headwaters of the Little Truckee River watershed. Our Truckee, CA office of Trout Unlimited has a campaign dedicated to protecting large headwater areas located on public land, and Lacey Meadows, which is nearly 1,900 acres, is some of the finest montane meadows in the entire Northern Sierra Nevada. We embrace the opportunity to work with the Truckee Donner Land Trust to manage this area so that this important headwater is better protected and the fish and game values are enhanced.

Many Trout Unlimited members are currently paying members at Webber Lake. I have personally had conversations with many of these individuals who have rented spots on the lake and paid to fish for over 20 years. There is unanimous support for this acquisition by the angling community and they see it as the best chance to keep Webber Lake in its current state that they enjoy today. These members much rather see a lake open to the public than a lake subdivided and ruined by vacation homes and infrastructure. TU also sees this purchase as part of a much larger strategic vision to protect and restore the Little Truckee River watershed as a whole, and considerable work is already accomplished from myriad groups, including the Truckee Donner Land Trust to this extent.

We sincerely hope that you see the importance of this unique partnership and critical acquisition in the Upper Little Truckee watershed. Thank you again. If I can ever be of assistance, please do not hesitate to contact me.

Sincerely,

*Trout Unlimited: America's Leading Coldwater Fisheries Conservation Organization*

Truckee Office: 10356 Donner Pass Rd. Truckee, CA 96161

Direct: (530) 587-7110 • Cell: (530) 388-8261 • Email: [dlass@tu.org](mailto:dlass@tu.org) • [www.tu.org](http://www.tu.org)





August 31, 2010

Jim Branham  
Executive Officer  
Sierra Nevada Conservancy  
Auburn Office  
11521 Blocker Drive, Ste. 205  
Auburn, CA 95603

Dear Mr. Branham,

On behalf of the Truckee Trails Foundation (TTF), I enthusiastically submit this letter in support of the Truckee Donner Land Trust's (TDLT) and the Trust for Public Land's (TPL) acquisition and protection of the Webber Lake property in Sierra and Nevada Counties.

The mission of the Truckee Trails Foundation is to champion a network of trails and bikeways in the Truckee area for environmental, economic, and community well-being. Our vision is: A community where families have trail access to their wide open backyard and where trails not only connect people to their neighbors, but people to the outdoors, more and more. We believe that open space and trails are a key foundation of healthy communities and healthy lifestyles.

Because the region contains rich biological habitat, historic value, and significant outdoor recreational opportunities, the TDLT, TPL, Nature Conservancy, and US Forest Service have identified Webber Lake as a top conservation priority. Within the 3,000 acres available for acquisition is a natural lake at the headwaters of the Little Truckee River, which is a primary tributary in the Truckee River watershed and important source of drinking water. Diverse fauna found in this acreage includes the willow flycatcher, bald eagle, osprey, American marten, Pacific fisher, and the California wolverine.

Protection of this land from possible future development represents an important step in preserving the integrity of the area's wildlife habitat and migration, the local watershed, and public outdoor recreation opportunities.

Acquisition of this property will add to additional conservation efforts in the area that will, combined, protect over 10,000 acres of pristine natural and historic resources. The Truckee Trails Foundation sees this as nothing short of critical, and enthusiastically offers our services in any potential trail design, construction, and maintenance that may arise from acquiring this tremendous asset.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Allison Pedley', is written over the typed name.

Allison Pedley  
Executive Director  
Truckee Trails Foundation

Post Office Box 1751 Truckee, CA 96160  
info@truckeetrails.org





United States  
Department of  
Agriculture

Forest  
Service

Tahoe  
National  
Forest

631 Coyote Street  
Nevada City, CA  
95959-2250  
530-265-4531  
530-478-6118 TDD  
530-478-6109 FAX

File Code: 5400

Date: SEP 3 2010

Jim Branham  
Executive Officer  
Sierra Nevada Conservancy  
Auburn Office  
11521 Blocker Drive, Ste. 205  
Auburn, CA 95603

Dear Mr. Branham:

On behalf of the United States Forest Service, Tahoe National Forest, I am pleased to submit this letter to you in support of the Truckee Donner Land Trust's (TDLT), The Trust for Public Land's (TPL), The Nature Conservancy's (TNC) and the Northern Sierra Partnership's acquisition and protection of the Webber Lake property in Sierra and Nevada Counties.

The U.S. Forest Service (USFS) manages the land surrounding the Webber Lake parcels on behalf of the American public for a variety of resource values including public recreation, wildlife conservation and watershed management. Due to the railroad grants of the 1860's, the land in this area is a patchwork of public and private lands making it very difficult to manage for these resources. The USFS has been working closely with TPL, TDLT, and TNC to conserve thousands of acres of land in the immediate vicinity of Webber Lake. Webber Lake has been identified as a top conservation priority by these land trusts and the U.S. Forest Service due to its exceptional biological, recreational, and historic resources.

The property's 3,000 acres are a mix of sub-alpine meadows, a lake at the headwaters of the Little Truckee River, forested uplands, and approximately seven miles of riparian habitat along Lacey Creek and the Little Truckee River. This diversity of natural communities provides potential habitat for a number of special status species including: the willow flycatcher, bald eagle, osprey, California spotted owl, American marten, Pacific fisher, and the California wolverine.

In addition, the acquisition of Webber Lake will protect its outstanding historic value. As a stop along the Henness Pass Road, one of the main routes between Comstock and the California gold country in the mid-1800's, the property features numerous historic sites including the original Webber Lake Hotel built in the 1860's.

Successful acquisition and conservation of the Webber Lake Property will build upon past public and private conservation investments in the Little Truckee watershed creating a network of over 10,000 acres of watershed lands permanently protected by the Northern Sierra Partnership through TDLT, TNC and TPL. These lands will provide critical wildlife habitat and migration corridors, watershed protection, and increased public recreation opportunities.



It is rare to find a private property with the level of biological, historical and recreational resources, as are found at Webber Lake. I urge you to fund this request to protect this special place before the opportunity is lost. In all likelihood, the land in the acquisition will eventually become public lands to be managed for the benefit of the American public for generations to come. Your funding of this acquisition will truly be a legacy for the public.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tom Quinn".

TOM QUINN  
Forest Supervisor

cc: Quentin Youngblood

Detailed Budget Form					
State of California - Sierra Nevada Conservancy					
APPLICANT NAME: Truckee Donner Land Trust					
SNC REF #:					
PROJECT TITLE: Webber Lake and Lacey Meadows Acquisition					
PROJECT TYPE (choose one):					
<input checked="" type="checkbox"/> ACQUISITION <input type="checkbox"/> SITE IMPROVEMENT <input type="checkbox"/> RESTORATION <input type="checkbox"/> PRE PROJECT PLANNING					
SECTION ONE DIRECT COSTS	QTY	UNIT*	UNIT COST	SUBTOTAL	SNC Grant Request
Fees - Appraisal/Permits/CEQA/Easement					
Acres	2,994.8			\$8,000,000.00	\$1,000,000.00
TOTAL:				\$8,000,000.00	\$1,000,000.00
DIRECT COSTS SUBTOTAL:				\$8,000,000.00	\$1,000,000.00
SECTION TWO INDIRECT COSTS	QTY	UNIT*	UNIT COST	SUBTOTAL	SNC Grant Request
N/A	0		\$0.00	\$0.00	
OTHER TOTAL:				\$0.00	\$0.00
MAINTENANCE SUBTOTAL:				\$0.00	\$0.00
PROJECT TOTAL:				\$8,000,000.00	\$1,000,000.00
SECTION THREE					
Administrative Costs (Description - Not to exceed 15% of Project Total):					
N/A	0		\$0.00	\$0.00	
ADMINISTRATIVE TOTAL:				\$0.00	\$0.00
SNC TOTAL GRANT REQUEST:					\$1,000,000.00
OTHER PROJECT CONTRIBUTIONS	QTY	UNIT*	UNIT COST	Contribution	Status**
Northern Sierra Partnership				\$1,000,000.00	Endorsed
NFWF Sierra Meadows Program				\$1,000,000.00	Pending
Private Fundraising				\$1,000,000.00	Committed
Wildlife Conservation Board				\$4,000,000.00	Pending
Total Other Contributions:				\$7,000,000.00	